



e-Tender Document

FOR

**Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village,
Chembur in M/West ward along with operation and maintenance for 5
years.**

Tender ID : 2025_MCGM_1223363_1

Website: <https://mahatenders.gov.in>

Office of the:-

**Executive Engineer Mech.(Sewerage) Eastern Suburbs,
Old Ghatkopar Pumping Station,
Near Shopper's Stop Ghatkopar-Mahul Rd.,
Ghatkopar (E), MUMBAI 400-089**

Prepared By

Checked By

Approved By

Sd/-
A.E.Mech.(Sew.)E.S.

Sd/-
E.E.Mech.(Sew.)E.S.

Sd/-
Dy.Ch.E.(S.O.)E.S.

Sd/-
Ch.E.(S.O.)

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SECTION 1
E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Chief Engineer (Sewerage Operations)

Tender ID.- 2025_MCGM_1223363_1

E-TENDER NOTICE

Subject: Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward along with operation and maintenance for 5 years.

The Brihanmumbai Municipal Corporation invites e-tender on Item Rate Basis to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian Companies Act 2013, the contractors registered with the Brihanmumbai Municipal Corporation in 'Class A' as per new registration and from the contractors / firms of equivalent or superior classes registered in Central or State Government / Semi Govt. Organization / Central or State Public Sector Undertakings will be allowed subject to condition that, the contractors who are not registered with Brihanmumbai Municipal Corporation will have to apply for registering their firm within three month time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited / recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

The tender document can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders portal) (<https://mahatenders.gov.in>)

Bidder shall pay Tender fee of Rs. 18,150/- + 18% GST mentioned in header data as per the Circular no. CA/FRG/17 dated 17.03.2025 and CA/FRG/10 dated 19.10.2023 annexed in the tender document.

Bidding Process will comprise of THREE stages.

Name of Work	Contract period
Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward along with operation and maintenance for 5 years	For Refurbishment of STP -06 Months including monsoon & For comprehensive O&M – 05 Years from the date of re-commissioning of STP including Defect Liability Period of 01 year

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. 5,55,900/- (Rupees Five Lacs Fifty Five Thousand Nine Hundred Only)

(the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained.

The bidder shall pay 100% of the EMD amount of Rs. 5,55,900/- (Rupees Five Lacs Fifty Five Thousand Nine Hundred Only) through payment gateways of GoM on URL <https://mahatender.gov.in> while submitting the bids. The e-tender is available on e-procurement system of Government of Maharashtra Mahatenders portal <https://mahatenders.gov.in> as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet 'A' & 'B' is to be uploaded online by the bidder in Cover Type 'Fee/Pre-Qual/Technical' and Price Packet 'C' is to be uploaded in Cover Type 'Finance'. Packet 'A', 'B' and 'C' shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Deputy Chief Engineer (Sewerage Operations) Eastern Suburb. The Price Packet 'C' (Cover Type 'Finance') shall be opened if bids submission in Packet 'A' & 'B' satisfies/includes all the requirements and the same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the e-procurement system of Government of Maharashtra Mahatenders portal (<https://mahatenders.gov.in>)

The Applicants interested for the above referred works may contact the office of Executive Engineer (Sewerage Operations) Eastern Suburb at the following address on any working day during office hours.

Office of-

**Executive Engineer Mech.(Sewerage) Eastern Suburbs,
Old Ghatkopar Pumping Station,
Near Shopper's Stop Ghatkopar-Mahul Rd.,
Ghatkopar (E), MUMBAI 400-089
eemechses.so@mcgm.gov.in**

The applicants may wish to visit the above office and can collect the information of the present status from the department who have invited the bids.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above

subject matter is available on e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

Bidders are also advised to refer “Bidders Manual Kit” available at e-Procurement System Government of Maharashtra (<https://mahatenders.gov.in>) for further details about login credentials and e-tendering process. For any help, in the e-Tendering process, can be availed by dialing help-desk number 022-22046934/22837339 from 11.30 AM to 5.00 PM on all working days. Email: support-eproc@nic.in

Sd/-

**Deputy Chief Engineer
(Sewerage Operations) Eastern Suburb**

HEADER DATA

Tender ID	Tender ID- 2025_MCGM_1223363_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward along with operation and maintenance for 5 years
Estimated Cost	Not Applicable (Item Rate Tender)
Tender Fee	Rs.18,150.00+ 18% GST.
Bid Security Deposit/EMD	Rs.5,55,900/-
Date of issue and sale of tender	30.09.2025 from 11:00 Hrs
Date of Pre-Bid Meeting	07.10.2025 at 11:00 Hrs. under the Chairmanship of Ch.E.(SO) at 1 st Floor, Engineering Hub Building, Dr. E'Mozes Road, Worli, Mumbai – 400 018.
Last date & time for sale of tender	16.10.2025 up to 16:00 Hrs
Last date & time for Receipt of Bid Security Deposit/EMD	16.10.2025 up to 16:00 Hrs
Submission of Packet A, B & Packet C (Online)	16.10.2025 up to 16:00 Hrs
Opening of Packet A	17.10.2025 after 16:00 Hrs
Opening of Packet B	
Opening of Packet C	After Evaluation of Packet A and B
Address for communication	Executive Engineer Mech.(Sewerage) Eastern Suburbs, Old Ghatkopar Pumping Station, Near Shopper's Stop Ghatkopar-Mahul Rd., Ghatkopar (E), MUMBAI 400-089 Email- eemechses.so@mcgm.gov.in
Venue for opening of bid	On line in Executive Engineer Mechanical (Sewerage) E. Subs's office.

This tender document is not transferable.

The Brihanmumbai Municipal Corporation reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/-
Deputy Chief Engineer
(Sewerage Operations) Eastern Suburb

SECTION 2

ELIGIBILITY CRITERIA

A) Eligibility Criteria

1. Technical Capacity-

The tenderer (s) in their own name should have satisfactorily executed the work of similar nature in BMC / Semi Govt. / Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- a) Three similar completed works each of value not less than the value equal to **Rs.1,11,16,896.20,**

Or

- b) Two similar completed works each of value not less than the value equal to **Rs.1,38,96,120.25,**

Or

- c) One completed work each of value not less than the value equal to **Rs.2,22,33,792.40.**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

2. Financial Capacity –

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to **Rs.1,66,75,344.30** in last three (3) financial years immediately preceding the financial year in which bids are invited.

- To ascertain this, tenderer(s) shall furnish / upload the financial statement (Audited Balance sheet) duly certified by Chartered Accountant.
- The turnover can be enhanced by 10% every year to bring the present level.

3. Similar Experience:

For assessing the technical capacity; Similar work shall mean, the successfully completed works of **“Construction or Supply, Installation, Testing & Commissioning or repairs / overhauling / refurbishment of Single Sewage Treatment Plant designed with secondary treatment to achieve BOD less than 20mg/ltr. and TSS less than 10 mg/ltr. ”**

B) Bid Capacity (Not Applicable):

The bid capacity of the prospective bidders will be calculated as under: Assessed

Available Bid Capacity = $(A * N * 2 - B)$

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.

SECTION 3

DISCLAIMER

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as "The Authority", or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation(BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may

arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or there wise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Brihanmumbai Municipal Corporation (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (BMC) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Brihanmumbai Municipal Corporation (BMC) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Brihanmumbai Municipal Corporation(BMC) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

SECTION 4

INTRODUCTION

INTRODUCTION

1. Background:

The Brihanmumbai Municipal Corporation covers an area of 437.71 sq.kms. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

The Mumbai Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Brihanmumbai Municipal Corporation, hereafter called the "Corporation", the primary agency responsible for urban governance in Greater Mumbai.

Brihanmumbai Municipal Corporation (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, Brihanmumbai Municipal Corporation has mainly focused in providing almost all kinds of engineering services viz, Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the Brihanmumbai Municipal Corporation is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses.

Brihanmumbai Municipal Corporation is an organization having different departments, right from engineering depts. to health depts. Moreover, we have other dept. like education, market, fire brigade dept., Octroi and other such departments where quite a good number of staff members are working.

Brihanmumbai Municipal Corporation is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Storm Water Drain/Roads and bridges and Building Construction etc.

SECTION 5

**E-TENDERING ONLINE
SUBMISSION PROCESS**

E-TENDERING ONLINE SUBMISSION PROCESS

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The e-Procurement System of Government of Maharashtra (Mahatenders) is only change in process of accepting and evaluation of tenders.

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

- I. In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/bidder"

Vendor read as "Contractor/bidder"

Vendor Quotation read as "Contractors Bid/Offer"

Purchaser read as "Department/BMC"

- II. Before entering into the online tendering process, the bidders shall complete the registration process so as to get user ID for e-tendering links. For this the bidders can access through supply registration via e-procurement system of Government of Maharashtra (Mahatenders) i.e. <http://mahatenders.gov.in>
Interested bidders shall follow the manuals available on Mahatenders portal i.e. <http://mahatenders.gov.in>

III. E-Tendering Process

1. Tender Forms can be downloaded from e - Procurement system of Government of Maharashtra i.e. <http://mahatenders.gov.in> after entering the details of payment toward Tender Fees as per the Header Data / tender notice.
2. The tender submitted by the tenderer shall be based on clarification, additional facility issued (if any) by the BMC, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.

3. All tenderers are cautioned that the tenders containing any deviation, from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non- responsive.
4. Tenderer should have valid class III digital signature certificates (DSC) obtained from any certifying Authorities. In case of requirements of DSC, interested Bidders should go to <http://mahatenders.gov.in>, information about DSC and follow the procedure mentioned in the document. Procedure for application of "Digital Signature Certificate".
5. Bidder should do Online Enrolment in e-procurement portal of Government of Maharashtra i.e. <https://mahatenders.gov.in> using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e -token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA /GNFC IDRB MTNLTrustline /SafeScript /TCS.
6. Bidder then logs into the portal giving user id / password chosen during enrolment.
7. The e-token that is registered should be used by the bidder and should not be misused by others.
8. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
9. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
10. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
11. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be

rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

12. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
13. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the Header Data and they should be in PDF/XLS/RAR/DW F formats. If there is more than one document, they can be clubbed together.
14. Bidder should arrange for the EMD as specified in the tender.
15. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
16. The bidder has to submit the tender document (s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
17. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds
18. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete /Invalid bids and are not considered for evaluation purposes.
19. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

20. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
21. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
22. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
23. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
24. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
25. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
26. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

27. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
28. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
29. Bidder Manual Kit available on website <https://mahatenders.gov.in> for online payment of Tender Fee and EMD, submission of tender Packet 'A', 'B' and 'C', etc.
- IV. As per Three Packet system, the document for Techno-commercial Packet 'A' & 'B' are to be uploaded online by the bidder in Cover Type 'Fee/PreQual/Technical' and Price Packet 'C' is to be uploaded in Cover Type 'Finance' by the tenderer under 'Tender Covers'.
- V. The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' as per bidding schedule
- VI. The e-tender is available on e-procurement system of Government of Maharashtra (Mahatenders) i.e. <http://mahatenders.gov.in>. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Executive Engineer (Sewerage Operations) planning & Construction).
- VII. The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the e-procurement portal, Government of Maharashtra i.e. <https://mahatenders.gov.in>

SECTION 6

INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

➤ Scope of Application

The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the Bid Stage.

A. Equipment Capabilities as required for this work

a) Regular and Routine works:

The successful bidder will make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs. 500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs. 500/- stamp paper.

b) New and Original Works : (Not Applicable)

The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of Brihanmumbai Municipal Corporation.

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs. 500/- stamp paper.

B. Technical Personnel

Number of Technical Staff required for successful execution of the work shall be provided by the successful bidder. The details of required experienced technical personnel and penalisation in

case of failure in providing these experienced technical personnel are as given but not limited to the followings.

Requirement of Technical Staff –

The system shall be monitored 24x7 throughout the contract period. The successful contractor shall provide the following manpower - Technical, Supervising and Monitoring Staff:

Sr. No.	Manpower Required	Qualification	Nos.
1	Technical	Graduate / Post Graduate in Environmental Science / Engineering	01
2	Supervising	Graduate in any field	Min. 01 OR As per the technical specification
3	Labour	-	Min. 01 OR As per the technical specification

C. TIME PERIOD OF THE PROJECT:

The entire project shall comprise of two parts

- i. Refurbishment of STPs and
- ii. O&M of STPs.

The first part i.e. “Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward” should be completed and delivered within 06 Months of time from the date of award of contract i.e. P.O. that includes Monsoon. The second part i.e. “O&M of STP” have contract period of 5 years including defect liability period of 01 years and will commence from the date of commissioning of the STPs.

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as

compensation an amount which shall be governed as per Clause - 84 of Standard General Conditions of Contract.

The Contractor should complete the work as per phase given below:

$\frac{1}{4}$ of the work in	$\frac{3}{8}$ of the time
$\frac{1}{2}$ of the work in	$\frac{1}{2}$ of the time
$\frac{3}{4}$ of the work in	$\frac{3}{4}$ of the time
Full of the work in	Full of the time

Full work of "Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward" will be completed in 06 months including monsoon.

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart / GANTT Chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

D. Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs. 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him

- E.** If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contract already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.
- F.** The amount of Security Deposit retained by the Brihanmumbai Municipal Corporation shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by Brihanmumbai Municipal Corporation shall be adjusted towards the excess cost incurred by the Department on rectification work.

G. Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of Brihanmumbai Municipal Corporation -

- (a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of Brihanmumbai Municipal Corporation.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid

for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

- (d) In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by Brihanmumbai Municipal Corporation under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against Brihanmumbai Municipal Corporation even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

H. Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of Brihanmumbai Municipal Corporation /Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by

notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Brihanmumbai Municipal Corporation and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Submission of Tenders

PACKET - A

The Packet 'A' shall contain scanned certified copies of the following documents.

Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- a) Valid Registration Certificate.
- b) **Valid Bank Solvency Certificate** (in Hindi / Marathi / English) of Minimum Solvency amount of Rs. **8 Lakh** as governed by Registration Rules in force for respective Class of Contractor for M&E works from the scheduled / nationalized Bank in the name of firm / company granted not prior to twelve months of due date of tender.
- c) A document in support of Registration under 'Goods & Service Tax Act, 2017. Those not registered shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate within 15 days of issue of work order, failing which payment for the work executed will not be released.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant of BMC.
- f) The registered power of attorney in the name of person submitting the bid duly registered with Chief Accountant of BMC.

The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

- i) If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.

- ii) If it is found that the tenderer has not submitted required curable documents in Packet “A” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **Three working days** otherwise they will be treated as non-responsive.

PACKET - B

The Packet ‘B’ shall contain scanned certified copies of the following documents -

- a) The list of similar type of works as stated in para ‘A’ of Post qualification successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed Proforma (Proforma – I & Proforma - III) shall be supported by the certificate duly self-attested.
- b) Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited. (Proforma - II).
- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- d) The bidder shall give undertaking on Rs 500/- stamp paper that it is his / their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work.

i) Regular and Routine works:

The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However,

this condition in no way shall dilute the respective condition in Registration Rules of Brihanmumbai Municipal Corporation.

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs. 500/- stamp paper

ii) New and Original Works: (Not Applicable)

The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of Brihanmumbai Municipal Corporation.

- e) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- f) Information on Litigation History in prescribed Proforma -VII.
- g) Proforma IV- Personnel Details and Proforma V/A and V/B – Machinery
- h) Statement showing assessed available Bid Capacity.
- i) The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure B, C & E and Status of Bidder as per 'Annexure F'.

Note: Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.

- j) The tenderer(s) shall upload work plan as per the following outline:

1. GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.
2. Organizational set up envisaged by the contractors.
3. Plant & equipment proposed to be deployed for this work.
4. Site Offices and Laboratories proposed to be set up.
5. A note on how the whole work will be carried out (work plan including methodology).
6. Quality management plan.

7. All the activities included in the Scope of Work shall be covered in the work plan.

Note:

- i) The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with Brihanmumbai Municipal Corporation in Electrical Category. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E) / E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tender work.
- ii) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to Brihanmumbai Municipal Corporation as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- iii) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to Brihanmumbai Municipal Corporation as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

- If it is found that the tenderer has not submitted required documents in Packet “B” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **Three working days** otherwise they will be treated as non-responsive.

PACKET – C

Interested bidders shall follow the manuals available on Mahatenders Portal <http://mahatenders.gov.in> for submission of Price Packet ‘C’ in cover type ‘Finance’

The tenderer should quote and upload his offer through only bidding process in the form of Bill of Quantity in terms of Item rates in Cover Type ‘Finance’ as per the guidelines provided in Mahatenders

portal. He should not quote his offer anywhere directly in Cover Type 'Fee/PreQual/Technical' '. The tenderer shall quote for the work as per details given in the main tender and also based on the detailed common set of conditions issued / additional stipulations made by the department as informed by BMC after Pre-Bid Meeting.

Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Executive Engineer / Deputy Chief Engineer. The format for rate analysis is annexed at Annexure D.

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, via online payment gateway mode in the amount specified in the Bid Data Sheet. This bid security shall be in favour of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The bidder shall pay 100% of the EMD amount through payment gateways of GoM on URL <https://mahatender.gov.in> while submitting the bids. The e-tender is available on e-procurement system of Government of Maharashtra Mahatenders portal <https://mahatenders.gov.in> as mentioned in the Header Data of the tender.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- The Bid Security/EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits as mentioned in circular issued by CA(F) u/n CA(F)/Project/32/ dtd.26.10.2020.
- The Bid Security/ EMD of L-2 and higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid (as per circular CA/F/32 dtd. 26.10.2020) and as per prevailing practice of NIC portal <https://mahatender.gov.in>
- In case, the successful bidder becomes non responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security /EMD to the department within the stipulated time period i.e. 15 days, the department will

process further as per normal procedure as mentioned in circular issued by CA(F) u/n CA(F)/Project/32/ dtd.26.10.2020.

- The Bid Security may be forfeited:
 - a. if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i.sign the Agreement; and/or
 - ii.Furnish the required Security Deposits.
- The information of e-payment gateway is available on e-tendering website <https://mahatenders.gov.in>.

Note:

1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. The bidder shall refer latest EMD circular for curable and non-curable defects u/no.CA/Finance/19 dt.04.03.2024.

Note:

i. Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,
 - i) Valid Registration Certificate
 - ii) Valid Bank Solvency
 - iii) GST Registration Certificate
 - iv) Certified Copies of PAN documents and photographs of individuals, owners, etc.
 - v) Partnership Deed and any other documents
 - vi) Undertakings as mentioned in the tender document
- b. Wrong calculation of Bid Capacity
- c. No proper submission of experience certificates and other documents, etc.

ii. Non-curable Defect shall mean

- a. In-adequate submission of EMD/ASD amount
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

BID VALIDITY

Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work,

the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

- If defective work or workmanship or design have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- **The Defect Liability Period (DLP) for the work is 01 Year.**
- Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not ,due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

a) Security Deposit

The security deposit shall mean and comprise of

- I) Contract Deposit and
- II) Retention Money.

I) **Contract Deposit** - The successful tenderer, hereafter referred to as the contractor shall pay an amount equal to **two (2)** percent of the contract sum as a Contract Deposit within thirty days from the date of issue of letter of acceptance.

II) **Retention Money (Not Applicable)** - The contractor shall pay the retention money an amount equal to **five (5)** percent of the Contract Sum which will be recovered from the contractors every bill i.e. interim / running / final bill. The clause of retention money will not be applicable M. & E. Department.

b) Additional Security Deposit (Not Applicable)

1. If the lowest bidder quotes rebate less than 12%, then the applicable additional security deposit (ASD) at the rate of 1% for each percentage quoted below 12% will not require to be paid online while submission of tender online.
2. After sanction/approval of competent authority to the contract cost, the lowest bidder shall deposit ASD in the Municipal Citizen Facility Centres in the form of Demand Draft as mentioned in Letter of Acceptance (LOA) within 15 working days as per prevailing practice and the receipt of the same shall be submitted to Head of the Department.
3. If the first lowest bidder will not paid ASD within 15 working days after issue of LOA, then the EMD paid by the concerned company will be forfeited and the company will be debarred for two years, similarly if the Director/Partner of the company is also working in other company as a Director/Partner, then said company will also be debarred for two years.
4. The ASD shall be paid as per the circular u/no. CA(Finance)/42 dated. 09.02.2021 annexed in tender document.

c) Performance Guarantee

The successful tenderer, hereafter referred to as the contractor shall pay in the form of "Performance Guarantee" at different rates for different slabs as stated below:

Offer	PG applicable %
For premium, at par and rebate 0 to 12%	$PG = 0.92\% \times \text{contract sum}$ applicable for rebate of 12%
For rebate of 12.01% and more	$P.G. = \{0.92\% \times \text{contract sum}\} + (X) \times \text{contract sum}$ where, X= percentage rebate quoted more than 12%

Note: Contract sum shall mean amount after application of rebate/premium as quoted by the contractor with contingencies only and excluding price variation.

The PG shall be paid in one of the following forms.

- I) Cash (In case guarantee amount is less than Rs.10,000/-)
- II) Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)
- III) Government securities
- IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.
- V) An electronically issued irrevocable bank guarantee bond of any Schedule bank or in the prescribed form Annexed in tender document.

Performance Guarantee is applicable over and above the clause of Security Deposit. Performance Guarantee will have to be paid & shall be valid till the defect liability period or finalization of final bill whichever is later.

This deposit will be allowed in the form of I to V as mentioned above and shall be paid within 15 days after receipt of Letter of Acceptance.

Note: Following exceptions shall be adopted for 'Demolition Tenders':

- Irrespective of the offer (Rebate/ at par/ premium), ASD shall be differed and only PG of 10% of contract sum be taken from the successful bidder on award of contract only.
- Brihanmumbai Municipal Corporation departments shall ensure to incorporate specific condition regarding above in bid document and e-tender notice.

d) Refund of Security Deposit

I. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

II. Refund of Retention Money (Not Applicable)

One-half (50%) of the Retention Money shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

The balance Retention Money shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defects Liability Periods have been specified or become applicable to different sections or parts of the Permanent Works, the said moneys will be released within 30 days on expiration of the latest of such Defects Liability Periods.

Payment of the above mentioned 50% is exclusive of the amounts to be withheld as stated in and that amount shall be paid as per condition stated therein.

III. Refund of Additional Security Deposit (Not Applicable)

The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

IV. Refund of Performance Guarantee

The Deposit on account of performance guarantee shall be released within 30 days of completion of Defects Liability Certificate subject finalization of final bill whichever is later and no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor.

❖ **Summary of time of Refund of deposit is tabulated as follows:**

a) Time of Refund for works having 5 years DLP

Deposits refunded after Completion	After 3 yrs of DLP	After Completion of DLP
ASD + 50% of RM	CD+50% of RM	PG

b) Time of Refund for works having 1 or 2 or 3 years DLP

Deposits refunded after completion	After Completion of DLP
ASD + 50% of RM	CD+50% of RM+PG

Note:

- a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/ warranty period.
- b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.
- c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

e) **Legal + Stationary Charges:**

Successful tenderer shall pay the Legal Charges + Stationary charges as per Circular No.26206 dated 31.08.2023 Annexed in the tender document or latest circular in this regards.

The tenderers are requested to note that stationary charges as given in the circular will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

f) Stamp Duty: (As per latest applicable circular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

- i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(a)	Up to rupees Five lakhs.	Five Hundred rupees stamp duty
(b)	Above Rs. Five Lakhs up to Rs. Ten Lakhs. Rs. 500/- (Five Hundred Rupees)	Rs. 500 + 0.3% on the amount above Rs. Five Lakhs. Max. 25 Lakhs
(c)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.3% of the amount above Rs. 5,00,000/- subject to the maximum of rupees twenty five lakh stamp duty.
(d)	Bank guarantee: As per article 54 read with 40(b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.	

- ii. The successful bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.

The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

2. TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON NIC PORTAL (<https://mahatenders.gov.in>). For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e- Mudhra.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to eemechses.so@mcgm.gov.in. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER for (Tender Subject)". Any changes in mail ID will be intimated on the portal.

3. In case of Equal percentage of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of packet C on same BID-Documents number for re-quoting and such development needs to be done by IT department in Brihanmumbai Municipal Corporation's SRM system. Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same percentage i.e. L1.

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Chief Engineer.

The bidder shall need to submit the additional ASD if applicable within 15 days after receipt of notification issued by concerned Chief Engineer.

Also, the Performance Guarantee shall be paid in 15 days after receipt of Letter of Acceptance.

4. **Notwithstanding Joint Venture is not allowed in the instance tender.**
5. GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.

6. Contract Labour (Regulation and Abolition) Act, 1970: (As per Circular CLO/4 dated 03.06.2004)
The provisions of this act are applicable to the establishment or contractor of principle employer if they employ 50 or more contract labour or as per recent government circular in this regard. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer as per the act. The Act provides for certain welfare measures to be provided by law to contract labours by the contractor of Principal Employers.
7. The bidders shall take cognizance of circular u/No. Dy.Ch.E./CPD/2025 dated. 01.09.2021. As per the circular the clause of 'Grievance Redressal Mechanism' will be applicable for subject tender as annexed in Annexure.
8. The G.C.C. of SBD document has been incorporated in the tender. In case of dispute which could not be covered with the clauses of G.C.C. in SBD, however, covered in the clauses of Standard General Condition of Contract uploaded on website of BMC, the clauses of Standard G.C.C. will govern. Eventually, the decision of BMC will be binding on the contractor.

SECTION 7

SCOPE OF WORK

SCOPE OF WORK

The present tender is invited for “Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward along with operation and maintenance for 5 years”.

The main objective of tender is to refurbish/repair the existing STP so the sewage shall be treated up to the desired parameters so that it can be safely disposed off into storm water drains / Main sewers. The existing STP shall be refurbished / repaired and the processes shall be automated to minimize manpower.

After completion of refurbishment / repairs and re-commissioning of STP, the successful contractor shall be assigned comprehensive operation & maintenance of the plant for 05 year from the commissioning of the plant including defect liability period of 01 years.

SECTION 8
BILL OF QUANTITIES

BRIHANMUMBAI MUNICIPAL CORPORATION

Subject - Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward along with operation and maintenance for 5 years.

BILL OF QUANTITIES

Sr. No.	Description of Item	Qty	Unit	BASIC RATE In Figures To be entered by the Bidder (Rs.)	Applicable GST 18% (Rs.)	Total Amount Excluding Taxes (Rs.)	Total Amount Including Taxes (Rs.)
1	Refurbishment of 10.3 MLD capacity STP at Mahul Village, Chembur in M/West ward as per technical specification, terms and conditions	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
2.	Carrying out Electrical works and automation of 10.3 MLD capacity STP at Mahul Village, Chembur in M/West ward as per technical specification, terms and conditions	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
3.	Supply and installation of various treatment media at 10.3 MLD capacity STP at Mahul Village, Chembur in M/West ward as per technical specification, terms and conditions	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
4	Operation & Maintenance of 10.3 MLD capacity STP for 05 year including DLP of 01 year excluding cost of electricity at 10.3 MLD capacity STP at Mahul Village, Chembur in M/West ward as per technical specification, terms and conditions						
4.1	Operation and Maintenance during 1st Year after commissioning	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
4.2	Operation and Maintenance during 2nd Year after commissioning	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
4.3	Operation and Maintenance during 3rd Year after commissioning	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
4.4	Operation and Maintenance during 4th Year after commissioning	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
4.5	Operation and Maintenance during 5th Year after commissioning	1	Job	(to be filled online only)	(Auto Calculated)	(Auto Calculated)	(Auto Calculated)
	Total Rs. in words						
<div>Note: - To be Submitted Online in Cover Type ‘Financial’</div> <div>- Basic Rate to be entered by the bidder is ‘Excluding all Taxes’.</div>							

SECTION 9

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

A. General

1. Definitions

1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The Bidder is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The “Contract Sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note : The contract sum shall include the following -

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.

- In the case of item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.
- In case of lump sum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

The “Contract Cost” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by the Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The Authority shall mean Brihanmumbai Municipal Corporation (BMC)

The “Employer” shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

The Engineer in-charge shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng./ Ch.Eng. and shall mean and include all the successors in Brihanmumbai Municipal Corporation

The Engineer's Representative shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include Sub Eng./ Jr. Eng of Civil section/ Mechanical section/ Electrical section appointed by Brihanmumbai Municipal Corporation.

The “Engineer” shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

Contractor's Equipment means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but do not include plant material or other things intended to form or forming part of the Permanent Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the construction works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

Routine Maintenance is the maintenance of activities of the completed structure for five years as specified in the Contract Data.

The “Site” shall mean the land and other places including water bodies more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

“Specification” shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Nominated Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Variation means a change to the:-

- i) Specification and /or Drawings (if any) which is instructed by the Employer.
- ii) Scope in the Contract which is instructed by the Employer.
- iii) Price in the Contract which is instructed by the Employer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

Jurisdiction: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their

normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work , (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

3. Engineer's Decisions

3.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

3.2. Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

4. Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

5. Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on

confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

6. Subcontracting

6.1. Unless specifically mentioned in the contract subletting will not be allowed. Subletting, where otherwise provided by the contract shall not be more than 25% of the contract price.

6.2. The Contractor shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of Materials which are in accordance with the standards specified in the Contract.

6.3. Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

a. The Contractor shall not sub-contract the whole of the Works.

b. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Brihanmumbai Municipal Corporation and shall not relieve the Contractor of any responsibility under the Contract.

6.4. The Engineer should satisfy himself before recommending to the Employer whether,

- a. the circumstances warrant such sub-contracting; and
- b. the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

7. Other Contractors

7.1. The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and

services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

7.2. The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

8. Personnel

8.1. The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

8.2. The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

8.3. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

8.4. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the Brihanmumbai Municipal Corporation /State Government and has either not completed two years after the date of retirement or has not obtained Brihanmumbai Municipal Corporation /State Government's permission to employment with the Contractor.

9. Employer's and Contractor's Risks

9.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

10. Employer's Risks

10.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

11. Contractor's Risks

11.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 10.1, are the responsibility of the Contractor.

12. Insurance

12.1. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

12.2. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval on or before 30 days from the date of acceptance of LOA or actual start date of work at site, whichever is earlier. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

12.3. Alterations to the terms of insurance shall not be made without the approval of the Engineer.

12.4. Both parties shall comply with any conditions of the insurance policies.

12.5. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

13. Site Investigation Reports

13.1. The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

14. Queries about the Contract Data

14.1. The Engineer will clarify queries on the Contract Data.

15. Contractor to Construct the Works and Undertake Maintenance (if specified in the tender)

15.1. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

15.2. The Contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.

15.3. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

16. The Works and Routine Maintenance to be completed by the Intended Completion Date

- 16.1.** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works and Routine Maintenance, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17. Approval by the Engineer

17.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

17.2. The Contractor shall be responsible for design and safety of Temporary Works.

17.3. The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

17.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

18. Safety

18.1. The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

18.2. Safety Programs:-

- I. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
- II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.

III. Monitor day to day implementation of safety procedures.

18.3. First Aid Facilities: -

- i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii. The first-aid box shall be distinctly marked with a red cross on white back ground.
- iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

19. Discoveries

19.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

20. Possession of the Site

20.1. The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at-least 75% of the site free of all encumbrances, the remaining 25 % of the possession as per contractor's construction programme.

21. Access to the Site

21.1. The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by: a. The Engineer b. The Employer or authorized by the Employer.

22. Instructions

22.1. The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

22.2. The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination

22.3. Engineer to have power to issue further drawings or instructions:

The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.

No work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition no. 73.

The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.

B. Time Control

23. Programme

23.1. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval if specified in the tender. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.

23.2. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery / equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

23.3. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

23.4. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

23.5. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

24. Extension Of Time In Contracts :

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

a) Extension attributable to Brihanmumbai Municipal Corporation

- i) **Extension Due To Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case **should not be less than 30 days before the expiry of the date fixed for completion of the works.**
- ii) **Extension For Delay Due To Brihanmumbai Municipal Corporation:** In the event of any failure or delay by the Brihanmumbai Municipal Corporation to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Brihanmumbai Municipal Corporation due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Brihanmumbai Municipal Corporation may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Ch.Eng. for not anticipating the same while preparing estimates and draft tender.

b) Extension Of Time For Delay Due To Contractor :

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the Brihanmumbai Municipal Corporation may, if satisfied that the works can be completed by the contractor

within reasonable short time hereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the Brihanmumbai Municipal Corporation will be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation as governed by Clause 8(e) of GCC.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Further, competent authority while granting extension to the currency of contract under Clause (b) of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extension shall be properly documented.

25. Delays Ordered by the Engineer

25.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the DMC/AMC.

26. Management Meetings

26.1. The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

26.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

27. Quality Control

27.1. Work to be open to Inspection and Contractor or Responsible agent to be present

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Eng-in-charge and his subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Eng-in-charge and his subordinates to visit the works shall have been given to the

contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

27.2. Notice To Be Given Before Work Is Covered Up

The contractor shall give (not less than ten days) notice in writing to the Eng-In-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng-In-Charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed

27.3. Works to be executed in accordance with specifications / drawings / orders etc. :

The contractor shall execute the whole and every part of the work the most substantial and workman like manner and both has regards material and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer In-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site or work during office hours. The contractor shall be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

27.4. Ready Mix Concrete/ Asphalt Mix

- i) The contractor shall have to arrange Ready Mix concrete (RMC)/Asphalt from RMC/ASPHALT producing plants registered with Brihanmumbai Municipal Corporation
- ii) The contractor shall, within a 7 days of award of the work, submit a list of at least three RMC/Asphalt producers with details of such plants including details and number of transit, mixers & pumps etc. to be deployed indicating name of owner/company, its location, capacity, technical establishment.

The Engineer-in-charge will reserve right to inspect at any stage and reject the concrete if he is not satisfied about quality of product at the user's end.

- iii) The Engineer-in-charge reserves the right to exercise control over the:-
- a) Calibration check of the RMC/Asphalt plant.
 - b) Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants
 - c) Time of mixing of concrete/grade of asphalt.
 - d) Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.
 - e) For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.
 - f) All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production & transportation of concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.
 - g) The contractor shall have to produce a copy of challan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.

28. Identifying Defects

28.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

28.2. The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

29. Tests

29.1. For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipments as specified in the Contract Data. The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the Specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

29.2. If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications.

- i. All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.
- ii. The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

29.3. Setting of Site Laboratories: (Not Applicable)

Contractors shall set up a laboratory at site before commencement of work at their cost for performing various tests and at least the following machines and equipments shall be provided therein -

- 1. Set of Sieves as per I.R.C. /I.S.
- 2. Compressive Testing Machine(For new works)
- 3. Oven, Electrically Operated
- 4. Weighing Balance (20 kg capacity)
- 5. 3 m straight edge
- 6. Sieve shaker
- 7. First Aid Box
- 8. Measuring Jar (for silt content)

9. Other Machines/apparatus as may be directed by the Engineer
10. Vernier Caliber
11. Level / Theodolite

All the test records shall be maintained in the site office and made available as and when required. The laboratory must be established within 15 days from the date of receipt of the orders from Engineer In charge. On failure to do so, a penalty of Rs 1000/- per day shall be imposed.

The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary technically qualified experienced trained staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge. The calibration shall be checked every twelve months as directed by Engineer-in-charge.

30. Correction of Defects noticed during the Defects Liability Period.

- a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

31. Uncorrected Defects and Deficiencies

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause and deficiencies in maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

D. Cost Control

32. Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

33. Payments for Variations

33.1. If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

33.2. The rate for Extra/Excess shall be governed by clause 10.A of Standard General Condition of Contract

34. Cash Flow Forecasts

When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

35. Payment Certificates

The payment to the Contractor will be as follows for construction work:

- a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Engineer.

- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

36. Payments

36.1. Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.

36.2. All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of Brihanmumbai Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

36.3. No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the

Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

- 37.** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the Engineer.

38. Tax

Revised GST condition as per Circular No. C.A./Fin./Project/28 dated 28.03.2023

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), levies, duties cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/Invoice. Input Tax Credit of GST as available with the bidder will not be claimed separately by BMC. However, while quoting the rates benefit of Input Tax Credit or exceptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

39. Currencies

All payments will be made in Indian Rupees.

40. Liquidated Damages

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

41. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42. Completion of Construction and Maintenance

42.1. The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed. This shall be governed as per clause no.8 (g) of Standard General Conditions of Contract.

43. Taking Over

43.1. The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period if specified in the contract.

44. Final Account

Final joint measurement along with the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work.

If the contractor fails to submit the final bill within 1 month, the Brihanmumbai Municipal Corporation staff will prepare the final bill based on the joint measurement within next 3 months.

Engineer's decision shall be final in respect of claims for defect and pending claims against contractors.

No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.

After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

A percentage of the retention money, over and above the actual retention money as indicated below shall be held back from payments till the finalization of final bill to be submitted as per above and will be paid within 30 days of acceptance of the final bill.

Sr.no.	Amount of Contract Cost	Minimum Payable Amount in final bill
1	Up to Rs.5 Crs.	Rs.10 Lacs or final bill whichever is more
2	Up to Rs.25 Crs.	Rs.1 Crore or final bill amount whichever is more
3	Up to Rs. 50 Crs.	Rs.2 Crores or final bill amount whichever is more
4	Up to Rs.100 Crs.	Rs.4 Crore or final bill amount whichever is more
5	More than Rs.100 Crs.	Rs.7 Crore or final bill amount whichever is more

The contractor has to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill:-

After 15 days from the date of completion/running bill up to certain date, up to next 15 days i.e. up to 30 days	Equal to 5% of bill amount
Next 15 days up to 45 days from the date of completion/running bill up to specified date	Equal to 10% of bill amount
If not submitted within 45 days from the date of completion/ R.A. bill	Bill will not be admitted for payment.

45. Operating and Maintenance Manuals

45.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

45.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

46. Termination

46.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

46.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) the Contractor fails to provide insurance cover as required under relevant clause .
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- i) any other fundamental breaches as specified in the Contract Data.
- j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

46.3. When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

46.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

47. Payment upon Termination

47.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the

security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to the Employer

- 47.2.** If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

48. Property

- 48.1.** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

49. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

A) Other Conditions of Contract

50. Labour

- 50.1.** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 50.2.** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

51. Compliance with Labour Regulations

- a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- d) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

52. Drawings and Photographs of the Works

52.1. The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

52.2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

53. The Apprentices Act, 1961

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

54. Contract Document

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

1. Contract Agreement (if completed)
2. The letter of Acceptance
3. The Bid:
4. Addendum to Bid; if any
5. Tender Document
6. The Bill of Quantities:
7. The Specification:
8. Detailed Engineering Drawings
9. Standard General Conditions of Contracts (GCC)
10. All correspondence documents between bidder/contractor and Brihanmumbai Municipal Corporation.

55. Conflict of Interest

The Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

1. A constituent of such Applicant is also a constituent of another Applicant; or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or

4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

56. Applications and costs thereof

No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

57. Acknowledgment by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

“The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

58. Right to accept or reject any or all Applications/ Bids

Notwithstanding anything contained in this TENDER, “The Authority” reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

“The Authority” reserves the right to reject any Application and/ or Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law. “The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

59. The bid shall be rejected if the bidder-

- a. Stipulates the validity period less than 180 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

60. Clarifications

Applicants requiring any clarification on the tender may notify “the Authority” in writing or by fax or e-mail. They should send in their queries before the date specified in the header data. “The Authority” shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

“The Authority” shall Endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be take or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

“The Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

61. Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

Preparation and Submission of Application

62. Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

63. Format and signing of Application

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection. The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

64. Marking of Applications

The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents, upload in folder as “VENDOR” together with their respective enclosures. Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

65. Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

66. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

67. Clarification Of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

68. Inspection of site and sufficiency of tender:

1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.
2. The Employer may make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by Brihanmumbai Municipal Corporation or Govt at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.
3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.
4. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his

opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

- any extension of time to which the Contractor is entitled and
- The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly.
- Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

5. Office for the Engineer (Works costing upto Rs.50 Lakhs)

The Contractor shall at his own cost and to satisfaction of the Engineer provide a small temporary office, at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, telephone with a pre-requisite of e-governance and electronic communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance for Municipal Staff.

6. Office for the Engineer (Works costing above Rs.50 lakhs)

The Contractor shall at his own cost and to satisfaction of the Engineer provide a temporary office at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, latrines, with doors, windows, locks, bolts and fastenings sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and

the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection and latrines generally with all requisite equipments for e-governance and electronic and digital communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance. Also, for staff working beyond working hours the contractor has to provide conveyance.

7. Permission for provision and removal of office on completion of work:

The tenderer shall obtain permission for provision of site office, cement go-down, store, etc. on payment of necessary cost implication. The cement go-down, Watchman cabins, etc. shall be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities. The location of such office shall be finalized and got approved from the Engineer before erection/commencement work.

8. Contractor's office near works: The Contractor shall have an office near the works at which notice from the Commissioner or the Engineer may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor and such offices shall have pre-requisite facilities for e-governance.

69. Official Secrecy:

The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

70. Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of Brihanmumbai Municipal Corporation and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. Brihanmumbai Municipal Corporation reserve the right to take decision in respect of addition/reduction of cost in contract.

71. Patent, Right and Royalties:

The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

72. Payments, Tax and Claims:

- **The limit for unforeseen claims**

Under no circumstances whatever the contractor shall be entitled to any compensation from Brihanmumbai Municipal Corporation on any account unless the contractor shall have submitted a claim in writing to the Eng-in-charge within 1 month of the case of such claim occurring.

- **No interest for delayed payments due to disputes, etc:**

It is agreed that the Brihanmumbai Municipal Corporation or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Brihanmumbai Municipal Corporation or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any

delay on the part of the Brihanmumbai Municipal Corporation or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

73. Settlement of Disputes:

- **Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

- **Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein

provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

74. Arbitration and Jurisdiction:

If the commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the contractor is dissatisfied with any such decision, then the contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

- i) In case of a contract where the contract price and/ or contract value is less than Rs.5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English. If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1,/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").
- ii) In case of contract where the contract price and/ or contract value is Rs.5,00,00,000/- (Rupees five Crore only) or more, any dispute arising out of or in connection with such a

contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1,/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

75. Copyright:

The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

76. Receipts to be signed in firm's name by any one of the partners:

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause

contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

77. Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

78. Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

79. Price Variation Clause (Not Applicable)

The Contractor shall be reimbursed or shall refund to the Corporation as the case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions made in the following paras, however, no price variations shall be made applicable for contracts up to 12 months:

- A) Controlled materials: Price variations shall be permitted in respect of these materials the price level of which is controlled by the Government or its agency. The rate ruling on the date of submission of the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.
- B) Labour and other materials: For the purpose of this contract and for allowing reimbursement or refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in A above, computation will be based on the formula enunciated below which is based on the presumptions that :

- i) The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index number 9 (general) for working class in Mumbai.
- ii) The general price level of materials rises or falls in proportion to rise or fall of whole-sale price index as published by 'Economic Adviser to Govt. of India'.
- iii) And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of the work carried out. The remaining 12 percent being the presumptive profit of the contractor.

a) Formula for Labour component:

$$V_L = \frac{(0.88 R) \times 30}{100} \times \frac{(I - I_0)}{I_0}$$

b) Formula for Material component :

$$V_M = \frac{(0.88 R \times 70 - C)}{100} \times \frac{(W - W_0)}{W_0}$$

Where -

V_L = Amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of index referred to above.

I = Consumer Price Index number of working class for Mumbai declared by the Commissioner of Labour and Director of Employment, Mumbai) applicable to the period under reference (base year ending 2004-05 as 100 i.e. new series of indices).

I_0 = Consumer price index number for working class for Mumbai (declared by the Commissioner of labour and Director of Employment, Mumbai) prevailing, on the day of 28 days prior to the date of submission of the tender.

V_M = The amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of wholesale price index for period under reference.

W = Average wholesale price index as published by Economic Adviser to Govt. of India applicable to the period under reference.

W_0 = Wholesale price index as stated above prevailing on the day of 28 days prior to the date of submission of the tender.

R = Total value of the work done during the period under reference as recorded in the Measurement Book excluding water charges and sewerage charges but including cost of excess in respect of item upto 50 percent

C = Total value of Controlled materials used for the works as recorded in Measurement Book and paid for at original basic rate plus the value of materials used .

- i) The quantity of the Controlled material adopted in working out the value of 'C' shall be inclusive of permitted wastages as / if mentioned in specifications.
- ii) The basic rate for the supply of controlled material shall be inclusive of all the components of cost of materials excluding transport charges incurred for bringing the material from place of delivery to the site.

Computations based on the above formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and refund will claimed from (when the result is minus) the contractor's next bill. The above formulae will be replaced by the formulae in Annexure-I as and when mentioned in special conditions of contract.

The operative period of the contract for application of price variation shall mean the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.

The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractors.

- iii) Where there is no supply of controlled items to contractor the component 'C' shall be taken as zero.
- C) Adjustment after completion: If the Contractor fails to complete the works within the time for completion adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for

completion, or the current indices or prices whichever is more favourable to the employer, provided that if an extension of time is granted, the above provision shall apply only to adjustments made after the expiry of such extension of time.

- D) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b)A i)&(ii) and Sub Clause 10 (b) B(ii) based on the above formula/formulae in Annexure-I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.

80. Maximum Price Variation shall be as follows:

Time Period of Project	Maximum limit of Price Variation
Up to 12 months	No variation allowed
Above 12 months to 24 months	5%
Above 24 months	10%

Note:

- 1) The extension in time period for the projects originally estimated including monsoon results in change of price variation slabs as mentioned above i.e. from first slab to second slab or from second slab to third slab, then the maximum limit of original slab will prevail.
- 2) Operative period shall mean original or extended time period of contract.

For example:

Extension of Time period	Maximum Price Variation
If original period of 11 months including monsoon extends to 16. The operative period will be 11+5 months.	No variation allowed
If original period of 11 months excluding monsoon extends to 16. The operative period will be 11+5 months.	Maximum 5% variation allowed

Price Variation during Extended Period of Contract:

- (i) **Extension Due To Modification & Extension for delay due to Brihanmumbai Municipal Corporation:**

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices. In case the indices increases or decreases, above/below the indices applicable, to the last month of the original or extended period vide clause 8 (I) (a) (i) and (ii) of standard GCC.

(ii) Extension of Time For Delay Due To Contractor :

- (a) The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increase, above the indices applicable, to the last month of the original completion period or the extended period vide above clause 8(I)(a)(i) and (ii) of standard GCC.
- (b) The price variation shall be limited to the amount payable as per the indices, in case the indices decrease or fall below the indices applicable, to the last month of original / extended period of completion period vide above clause 8(I)(b) of standard GCC, then lower indices shall be adopted.

(iii) Extension of Time For Delay due to reasons not attributable to Brihanmumbai Municipal Corporation and Contractor (Reference Cl.8(d) of Standard GCC):

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original period.

81. Payment:

Interim Payment:

- i) Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed. The Engineer shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.
- ii) Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting there from the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.
- iii) On request, the contractor will be paid upto 75 percent of the value of the work carried out as an adhoc payment in the first week of next month after deducting there from recoveries on

account of advances, interest, retention money, income tax etc. The balance payment due will be paid thereafter. (Not Applicable)

- iv) No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition no.8 (g) and 8 (h) concerning submission and approval of Network Schedule for the works, as detailed in Condition 8 (h). A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the said milestone.
- v) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.

82. Banning/De-Registration of Agencies of Construction works in Brihanmumbai Municipal Corporation

The regulations regarding Demotion/ Suspension Banning for specific period or permanently / De-Registration shall be governed as per the respective condition in Contractor Registration Rules of Brihanmumbai Municipal Corporation.

83. JOINT VENTURE (Not Applicable)

- a) A joint venture of not more than two (2) firms / entities may also participate in the bidding. The joint venture entities shall follow the following principles.
- b) Separate identity/name shall be given to the Joint Venture firm.
- c) Number of members in a JV firm shall not be more than two (02).
- d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- e) The tender form shall be purchased and submitted in the name of the JV firm or any constituent member of the JV.
- f) Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
- g) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other member shall have a share of

not less than 26%. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

- h) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligation shall be furnished in the agreement.
- i) Once the tender is submitted, the agreement shall not be modified /altered/ terminated during the validity of the tender. In case the tenderer fails to observe /comply with this stipulation, the 10% Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.
- j) JV member shall not sell / transfer / alter their shares / stakes in the JV during entire validity of the contract including extended period and the defect liability period.
- k) Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- l) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.
- m) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- n) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the BMC before signing the contract agreement for the work. (This agreement format should invariably be part of the tender

condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses:-

- i) **Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (BMC) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BMC during the course of execution of the contract or due to no execution of the contract or part thereof.
- ii) **Duration of the Joint Venture Agreement** -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.
- iii) **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws **within jurisdiction of competent court in Mumbai city.**
- iv) **Authorized Member** -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm. No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.
- o) **Documents to be enclosed by the JV firm along with the tender :**
 - i) In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - a. Notary certified copy of the Partnership Deed,
 - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

- c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.
- ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
 - a. Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.
- iii) In case one or more members is/are limited companies, the following documents shall be submitted:
 - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - b. Copy of Memorandum and articles of Association of the Company.
 - c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para 12.4 above.
- p) All the members of the JV shall certify that they have not been blacklisted or debarred by BMC from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members/ partners.
- q) **Credentials & Qualifying criteria:** Technical and financial eligibility of the JV firm shall be adjusted based on satisfactory fulfillment of the following criteria:

Technical eligibility criteria: The Technical Eligibility Criteria as stipulated in the tender document shall be met either by any one member or by both members of Joint Venture Collectively. However, the lead member of the JV firm shall meet at least 35% requirement of Technical Capacity as stipulated in the tender.

Financial eligibility criteria: The average annual contractual payments received by the JV firm or the arithmetic sum of average annual contractual payments received by all the members of JV firm, in proportion to their share in JV, in last three financial years shall be at least 30 % of the estimated value of the work as mentioned in the tender.

84. Compensation for delay:

If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

- Completion period for projects (originally stipulated or as extended) not exceeding 6 months : **to the extent of maximum 1 percent per week.**
- Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent per week.**
- Completion period for projects (originally stipulated or as extended) exceeding 2 years : **to the extent of maximum ¼ percent per week.**

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

- i) Completion period (as originally stipulated or as extended) not exceeding 6 months: **10 percent.**
- ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **7½ percent.**
- iii) Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

85. Action And Compensation Payable In Case Of Bad Work And Not Done As Per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the

Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the Brihanmumbai Municipal Corporation or any organization engaged by the Brihanmumbai Municipal Corporation for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.e. of the general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

If the penalisation amount exceeds maximum limit with respect to Clause 8.e of Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

86. Contractors remain liable to pay compensation:

In any case in which any of the powers conferred upon the Engineer In-charge by the **relevant clauses** in documents that form a part of contract as exercised or is exercisable in the event of any future case of default by the Contractor, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the Executive Engineer taking action against these relevant clauses, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer, may after giving notice in writing to the Contractor or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors expense or sell them by auction or private sell on account of the Contractor at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

87. No Claim To Any Payment Or Compensation Or Alteration In Or Restriction Of Work

- (a) if at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The Contractor shall have no claim to any

payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

- (b) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.
- (c) Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained ideal on the site of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.

88. Contractor to supply plant, ladder, scaffolding, etc and is liable for damages arising from non-provision of lights, fencing, etc.

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming

part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Eng-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.

The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

89. Prevention of Fire :

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass, etc., by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

- 90.** Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Brihanmumbai Municipal Corporation property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered

from the Contractor as damages or deducted by the Engineer In-charge from any sums that may be due or become due from Brihanmumbai Municipal Corporation to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

91. In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer In-charge for his information.

92. Action where no specifications :

In the case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

93. Safety and medical help :

- (i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Brihanmumbai Municipal Corporation, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of Brihanmumbai Municipal Corporation from any amount due or that may become due to the Contractor.
- (ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.
- (iii) The workers shall be required to use the safety equipments so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipments by those concerned.
- (iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

94. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of ant delay in according to sanction of estimates.

95. Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of Brihanmumbai Municipal Corporation. Contractor shall see that mosquitogenic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of Brihanmumbai Municipal Corporation from time to time. In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay Brihanmumbai Municipal Corporation on anti-malaria measures to control the situation in addition to fine.

SECTION 10

SPECIFICATIONS

Brihanmumbai Municipal Corporation

Technical Specifications

Subject: Refurbishment of 10.3 MLD capacity STP at Mahul Village, Chembur in M/West ward along with O&M for 05 years.

Part 1– Introduction

1. Preamble

Mahul SRA Residential Complex has been developed by M/s. Eversmile Construction Co. for BMC where BMC is a project implementing authority. This SRA project comprises of 71 buildings for PAP tenements and 01 no. of school buildings. Developer M/s. Eversmile Construction Co. has handed over PAP tenements to BMC's Estate department. As per the records of estate department and Assistant Commissioner 'M'West, these PAPs were physically allotted for ward offices, Tansa pipe line affected people, Brimstowad project and for occupants of dilapidated buildings. At present, the tenements are physically occupied on site and further allotment/physical possession is in progress.

Developer M/s. Eversmile Construction Co. has installed STP of 10.3 MLD capacity for the treatment of sewage generated from above said SRA project, in the year 2012. The entire plant is divided in two stages, of 4.3 MLD and 6 MLD. The treatment process in the plant is based on anaerobic digestion and attached growth process using Submerged Aerated Fixed Film (SAAF). The treatment is provided to reduce the pollution in the waste water as per MPCB norms and safely dispose the waste water into storm water drains or Mahul creek.

Presently, it is observed that wear and tear of major M & E equipment such as bar screen, raw sewage pumps, treated water pumps, control panels etc. occurred and require refurbishment to the equipment to ensure smooth operation of the Mahul STP. The MOU is signed by BMC with M/S. HPCL refinery on 30/05/2023 to sell 6 MLD of treated sewage from Mahul STP for a period of 03 years and the same will be further extended, so the maintenance of the Mahul STP is also essential

2. Scope of Work

The present tender is invited for “Refurbishment of 10.3 MLD capacity existing sewerage treatment plant including O&M for 05 years at Mahul Village, Chembur in M/West ward”.

The main objective of tender is to refurbish/repair the existing STP so that it shall be fully functional and sewage shall be treated up to the desired treatment level, so that it can be safely disposed off into storm water drains / Main sewers. It is also proposed to carry out automation of the plant to monitor the performance and minimize manpower.

After completion of refurbishment / repairs and re-commissioning of STP, the successful tenderer shall be assigned comprehensive operation & maintenance of the plant for 05 year from the commissioning of the plant including defect liability period of 01 years.

3. Site Details

The address of 10.3 MLD capacity STP to be refurbished is as follows –

**Mahul SRA Residence,
Village-Mahul, Mahul Village
Road, Chembur (W),
Mumbai 400074.**

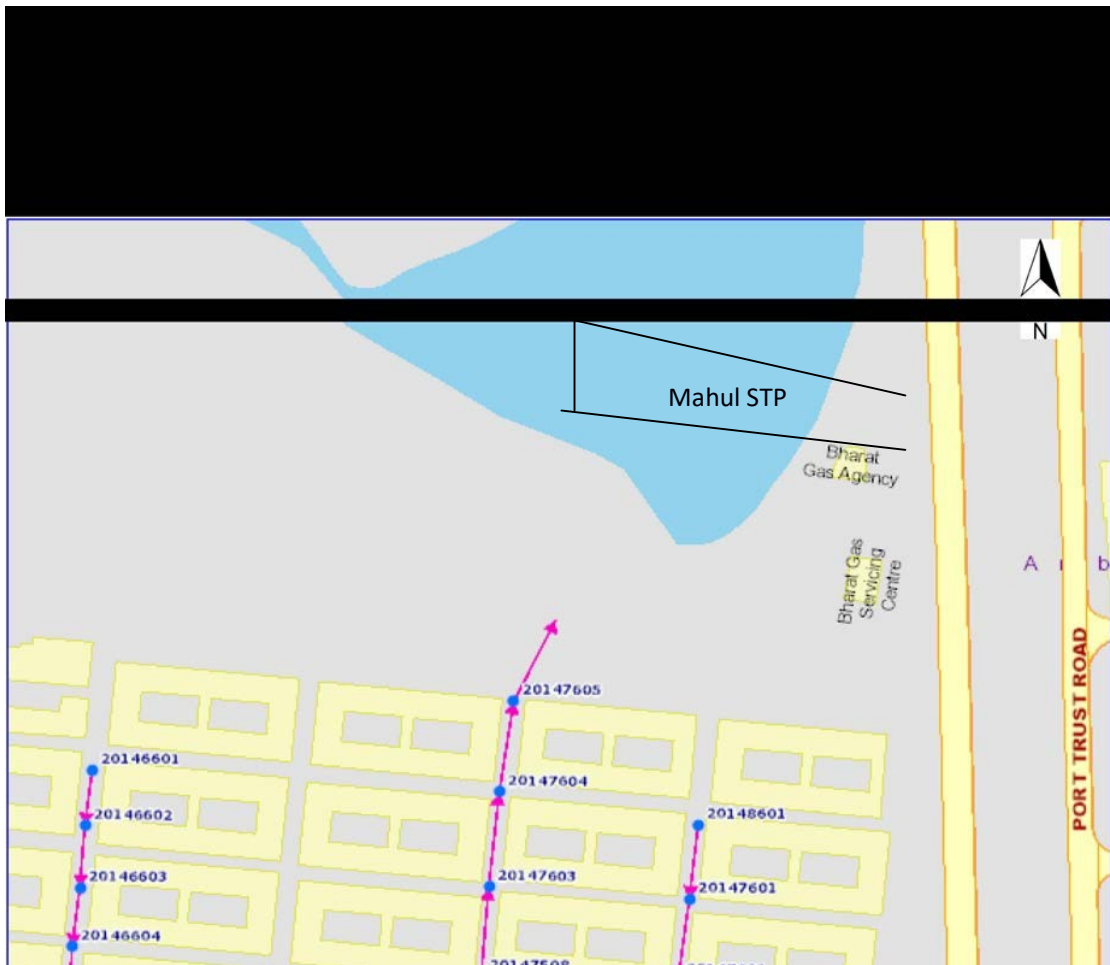
The Plan showing the existing STP is as shown in Fig. 1

Note: The tenderer shall visit the site and confirm the details before submitting the proposal.

Fig. 1. Plan showing the existing STP



Google Map Location of Mahul STP



Location of Mahul STP (SUMC Layout)

Part 2 – Existing Plant Details

1. Design Data

Design details of the plant are as follows:

1.1. Capacity

The existing 10.3 MLD capacity STP has two modules:

- i) Phase I - 4.3 MLD Flow Capacity and
- ii) Phase II - 6.0 MLD Flow Capacity

1.2. Raw Sewage Quality

The STP is designed on the basis of following raw sewage parameters:

Sr. No.	Parameters / Pollutant	Values
i)	pH	7.5 - 8.5.
ii)	Biochemical Oxygen Demand (BOD)	250-300 mg/L.
iii)	Total Suspended Solids	150 mg/L.
iv)	Chemical Oxygen Demand	600 mg/L.
v)	Oil & Grease	Up to 50 mg/L.

1.3. Treated Water Quality

The STP is designed for following outlet treated water quality. After refurbishment, the treated water from the plant shall meet these parameters.

Sr. No.	Parameters / Pollutant	Values
i)	pH	6.0-8.5.
ii)	Biochemical Oxygen Demand (BOD)	Less than 20 mg/L.
iii)	Total Suspended Solids	Less than 10 mg/L.
iv)	Chemical Oxygen Demand	Less than 60 mg/L.
v)	Oil & Grease	Less than 05 mg/L.
vi)	Hardness	Less than 50 ppm

2. Existing treatment process (for Phase I and II)

The existing treatment process involves passing of raw sewage through screen chamber for removal of floating material and then collected in collection tank. The sewage then flows through anaerobic digester system followed by submerged

aerated fixed film attached growth process using PVC film media and fine bubbled diffused aeration system followed by clarification in Lamella clarifier. Finally treated water is disinfected by online Chlorine Dosing System. Sludge is pumped to the sludge drying bed.

Main components of the STP are as follows:

- i) Screen Chamber with Bar Screen.
- ii) Collection & Equalization tank.
- iii) Anaerobic Digester.
- iv) Aerobic Reactor. (SAFF Reactor)
- v) Lamella Clarifier.
- vi) Disinfection unit. (Two nos.)
- vii) Treated water tank.
- viii) Sludge Collection Tank.
- ix) Sludge Drying Bed.

Various diagrams and drawings of the STP are attached at point no. 07 of this section.

3. Technology Description

The technology used comprises of Anaerobic Digester & compact Submerged Aerated Fixed Film (SAFF) attached growth system. The sewage is treated biologically by microorganisms.

The process can absorb shock load situation due to attached growth process. The process produces a well oxidized sludge in small quantities only.

4. Existing Civil Units

4.1. Screen Chamber

Incoming raw sewage is allowed to enter into screen chamber. Screen chamber is common for both the phases. Mechanical vertical bar screen is provided in the screen chamber to remove suspended solids of large size and floating materials.

Mechanical Bar Screen Chamber (common for both I and II phase), details of which areas follows:

No. of unit	: 01 no.
MOC	: RCC
Avg. Hourly Flow	: 179m ³ /hr
Size	: 4mX3mX1.2m+0.3m FB.

4.2. Collection cum Equalization Tank

This is RCC tank, details of which are as follows.

Description	Phase-I	Phase-II
No of unit	One No.	One No.
MOC	RCC	RCC
Size	32 x14x2 mtr. & 3.605 mtr. FB	32 x14x2 mtr. & 3.605 mtr. FB
Volume	896 m ³	896 m ³
RetentionTime	05 Hr.	04Hr.

The screened sewage is received in this tank and is pumped to the digester by three nos. (2W+1S) of pumps for further treatment. Air blowers are installed to provide aeration in the collection tank. Pipe grid is installed at the bottom of the collection tank.

4.3. Anaerobic Digester

Two nos. of RCC Anaerobic digester for each phase with inside modules to reduced BOD/COD load by about 60% and generate Bio-gas. Anaerobic digester has inlet at the bottom and outlet at the top of the tank, for liquid discharge into SAFF reactor. Plastic media is installed inside the digester for attached bacterial growth.

Details of Anaerobic digester are as follows:

Description	Phase-I	Phase-II
No of unit	Two No.	Two No.
MOC	RCC	RCC
Size	10.0m Dia x 6.6m + 1.2m FB	10.0m Dia x 6.6m + 1.2m FB
Volume	518m ³ Each	518m ³ Each
Retention Time	05 Hr 40 min Each	04 Hr 50 min Each
Incoming BOD	250-300 mg/L	250-300 mg/L
Incoming COD	500-600 mg/L	500-600 mg/L
Outgoing BOD	100-120 mg/L	100-120 mg/L
Outgoing COD	200-240 mg/L	200-240 mg/L

Note:- BOD and COD Reduction – 60% for Each Phase

Anaerobic Digester Media Details

Description	Phase-I	Phase-II
Volume of media	200 m ³ Each	280 m ³ Each
Make	COOLDECK	COOLDECK
Type	Sheets, UV stabilized, Double Edge Folder	Sheets, UV stabilized, Double Edge Folder
Biomass/Enzyme	SEEPL	SEEPL

4.4. SAFF Reactor Tank

The SAFF Reactor Tank has following details

Description	Phase-I	Phase-II
No of unit	Two Nos	Two Nos
MOC	RCC	RCC
Size	12 x 6 x 4.5m + 0.5m FB	12 x 6 x 4.5m + 0.5m FB
Volume	324 m ³ Each	360m ³ Each
Retention Time	03Hr. 30min. Each	03Hr. 15min. Each
Incoming BOD	100-120mg/L	100-120mg/L
Incoming COD	200-240mg/L	200-240mg/L
Outgoing BOD	10-12mg/L	10-12mg/L
Outgoing COD	20-24mg/L	20-24mg/L

Note: - BOD and COD Reduction – 90% for Each Phase

SAFF Media Details

Description	Phase-I	Phase-II
Volume of media	250 m ³ Each	330 m ³ Each
Make	COOLDECK	COOLDECK
Type	UV stabilized, Double Edge Folder	UV stabilized, Double Edge Folder

4.5. Lamella Clarifier

Description	Phase-I	Phase-II
No of unit	Four No.	Four No.
MOC	RCC	RCC
Size	6.0m X6.0m {2.4m+3m} +0.3m FB	6.0m X6.0m {2.8m+3.3} +0.5m FB

Volume	84m ³ Each	100m ³ Each
Retention Time	01Hr. 50min.	01Hr. 30min

Lamella Clarifier Media

Description	Phase-I	Phase-II
Volume of media	36 m ³ Each	36 m ³ Each
Make	COOLDECK/Equivalent	COOLDECK/Equivalent
Type	PVC Corrugated	PVC Corrugated

4.6.Sludge Tank And Sludge Drying Bed

All the settled sludge from lamella clarifier will be collected in this RCC Tank and transferred to common sludge drying bed by 02 nos. sludge transfer pump. All the liquid sludge is transferred to sludge drying bed and the filtrate water is recycled back to Equalization tank.

Sludge Tank details

No of unit : Two
MOC : RCC.
Volume: 15 m³ Each.

Sludge Drying Bed (Common for both Phase I & II)

No of unit : Nine
Size : 4.0m X 4.0m X 2.0m + 0.3m FB
Volume : 32m³ each

5. Electro-Mechanical Equipment

5.1. Bar screen

Incoming raw sewage in inlet chamber is transferred to screen chamber. Screen chamber is common for both the phases. Mechanical vertical bar screen is provided in the screen chamber to remove suspended solids of large size and floating materials.

Details of Mechanical Bar Screen (common for both I and II phase)

No. of Units : One no.
MOC : MS (Epoxy Painted)
Make : SEEPL
Type : Vertical with Conveyor Chain System

5.2. Raw Sewage Transfer Pump (Same specifications for Phase I and II)

No of unit : 03 (2W+1S) (for each Phase)
 Make : Kirloskar
 HP : 12.5HP
 Flow : 127m³/Hr. Each
 Head : 15m.

5.3. Air Blower and Air bubbled diffusers:-

Air Blower (common for collection tank and SAFF tanks):-

(Same specifications for Phase I and II):-

No of unit : 03 Nos.(2W+1S) for each
 phase. Make: Everest
 Type : Twin lobe
 Motor : 50HP.
 Capacity : 1500m³/Hr. Each.

Fine Air Bubbled Diffusers (For SAFF reactor):-

Description	Phase-I	Phase-II
No of unit	96 Nos. (1m length Each)	116 Nos. (1m length Each)
Make	REHAUE	REHAUE
Type	Cylindrical Type Diffuser	Cylindrical Type Diffuser
MOC	Silicon membrane.	Silicon membrane.
Capacity	8m ³ air/min	8m ³ air/min

5.4.Sludge Transfer Pump (Same specifications for Phase I and II):-

No of unit : 02 (1W+1S)
 Make : Crompton Graves
 HP : 2 HP
 Flow : 42m³/Hr. Each
 Head : 15m.

5.5. Chlorine Dosing System (Same specifications for Phase I and II):-

Aerobically treated Sewage is disinfected by online Chlorine Dosing before collection in treated water Tank. This system consists of a Dosing Pump and a Hypo Chloride solution Tank.

Total Quantity : Two Nos.
 Hypo Solution Tank : 500 Lit. Each
 Dosing Pump Capacity : 0-50 Lit/Hr. Adjustable.

5.6. Treated Water Tank (Same specifications for Phase I and II)

This is a RCC tank. After treatment in lamella clarifier treated water flows into treatedWater tank.

No of unit	:	01 No. For each Phase.
MOC	:	RCC.
Size	:	25.5mX6.3mX5.0m+0.5m FB
Volume	:	803m ³
Retention Time	:	04Hr. 30min

5.7. Treated Water Pump (Same specifications for Phase I and II)

No of unit	:	02
Make	:	Kirloskar Brothers Ltd.
HP	:	60 HP
Flow	:	171 m ³ /Hr. Each
Head	:	15 m.

5.8. Electric Control Panel

- i) A control panel is provided with PLC Control for single point Auto/Manual Operation. In Auto mode, pumps and Air Blower are controlled automatically for optimum electrical consumption.
- ii) The main electric panel has been provided as the STP main panel. Auto/manual, duty selection facility have been provided with the necessary safety features of overload tripping, single phase preventers, and level contract to prevent the dry running of the pumps. PLC is also provided in the control Panel.
- iii) The panel is compartmentalized, dust and vermin proof, constructed from 14 gauges thick CRCA sheet enclose with neoprene rubber gasket for doors & covers. The main control features of the control panel are as follows :
 - Pump can be change over in auto mode through electronic timers.
 - Sewage / treated water pumps can be ON/OFF in auto mode through waterlevel controllers. Blower can be change over on Auto mode through electronic timers
 - The dosing pump has been electrically interlocked with sump pumps to avoid the excessive dosing when incoming flow is not there.

- The sludge recirculation pumps are provided for sludge transfer.

6. Electrical load

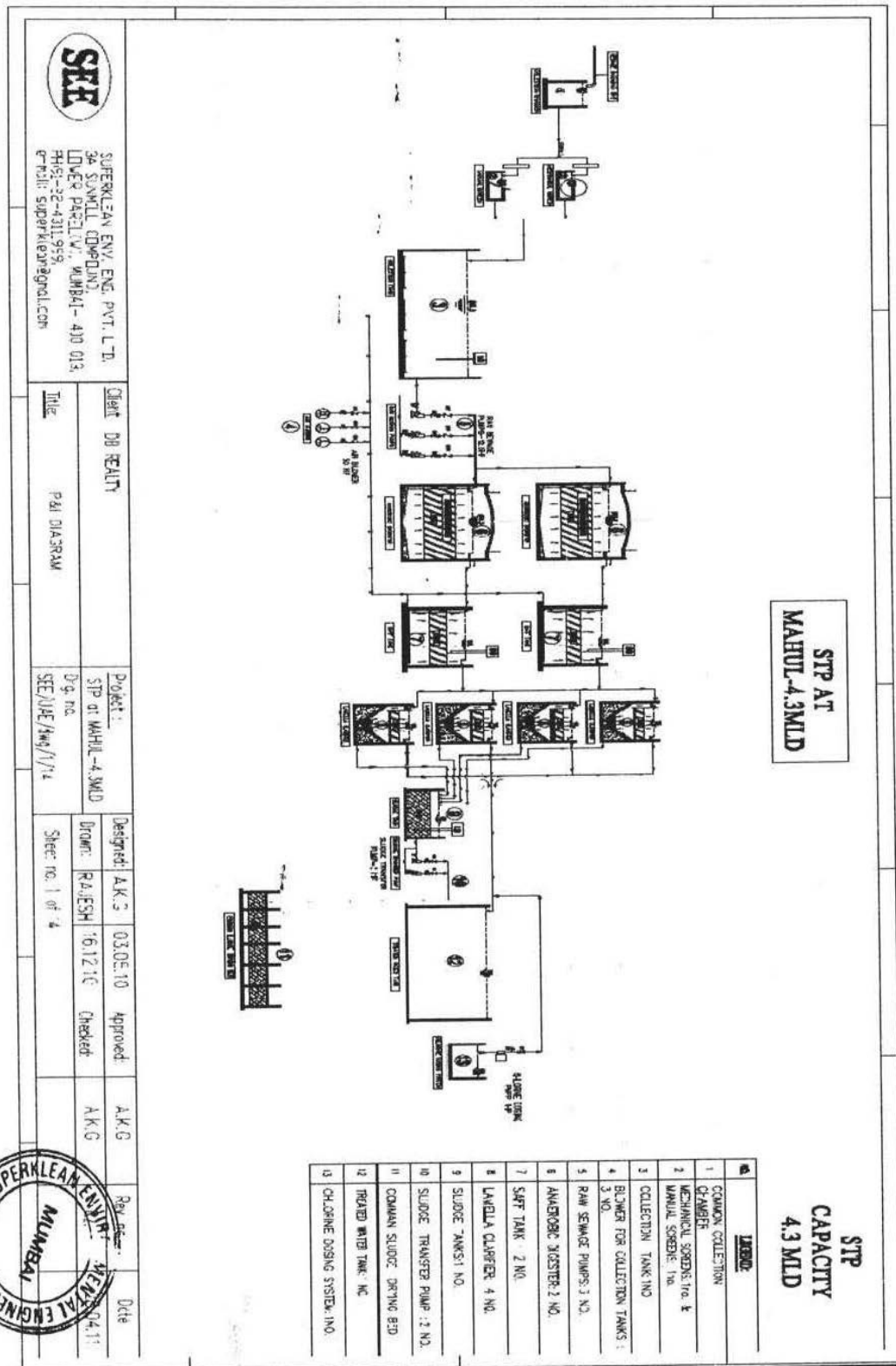
6.1. For Phase-I

Sr. No.	Equipment	HP	Connected Load (kW)	Operative Load (kW)
1	Raw Sewage Transfer Pump (2W+1S)	12.5	30	20
2	Air Blowers (Common for Collection & SAFF Tank) (2W+1S)	50	120	80
3	Sludge transfer Pump (1W+1)	2	3.2	1.6
4	Dosing Pump-2 No.	1	1.6	0.8
	Total		154.8	102.4

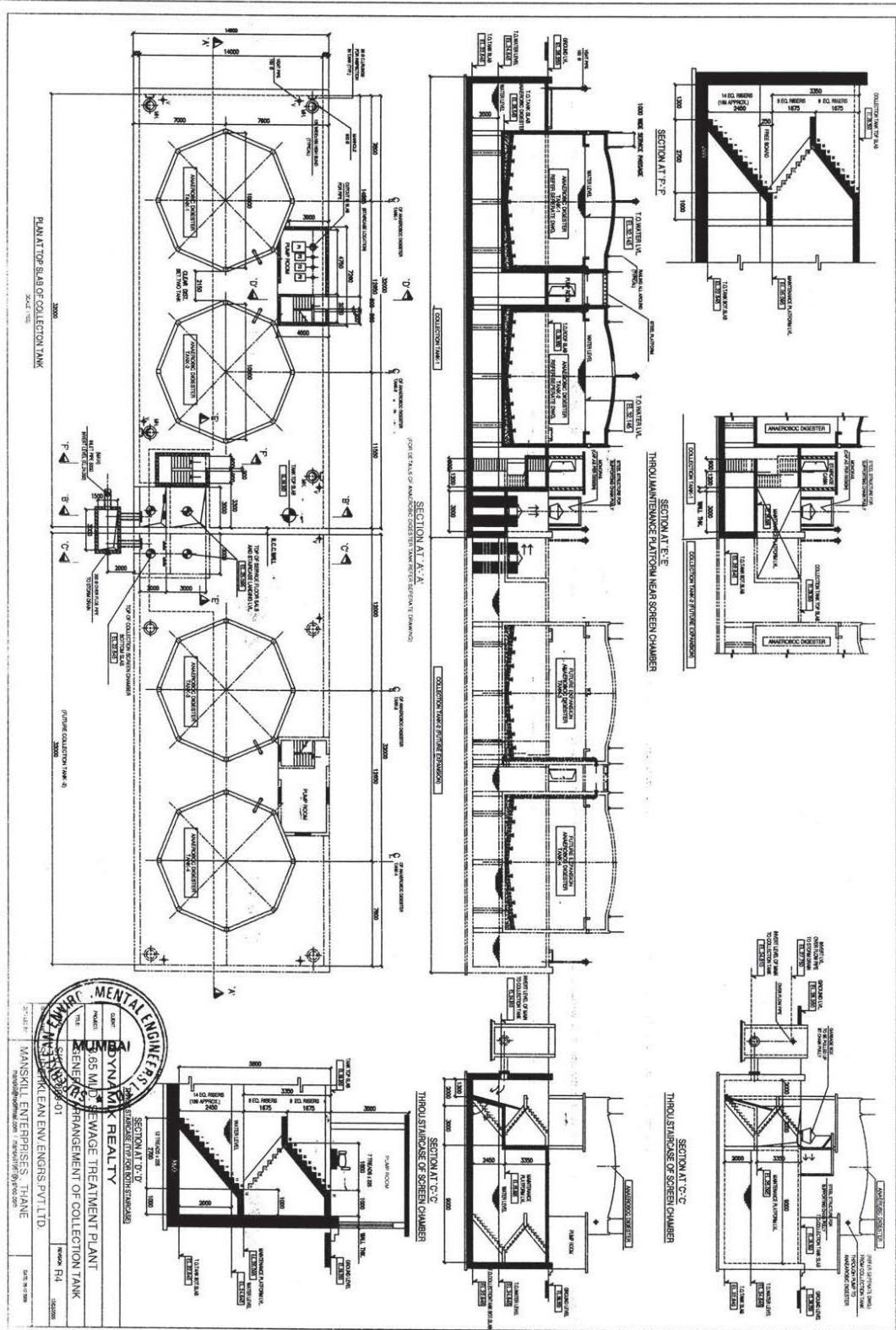
6.2. For Phase-II

Sr. No.	Equipment	HP	Connected Load(kW)	Operative Load (kW)
1	Raw Sewage Transfer Pump (2W+1S)	12.	30	20
2	Air Blowers (Common for Collection & SAFF Tank) (2W+1S)	50	120	80
3	Sludge transfer Pump (1W+1S)	2	3.2	1.6
4	Dosing Pump-2 No.	1	1.6	0.8
	Total		154.8	102.4

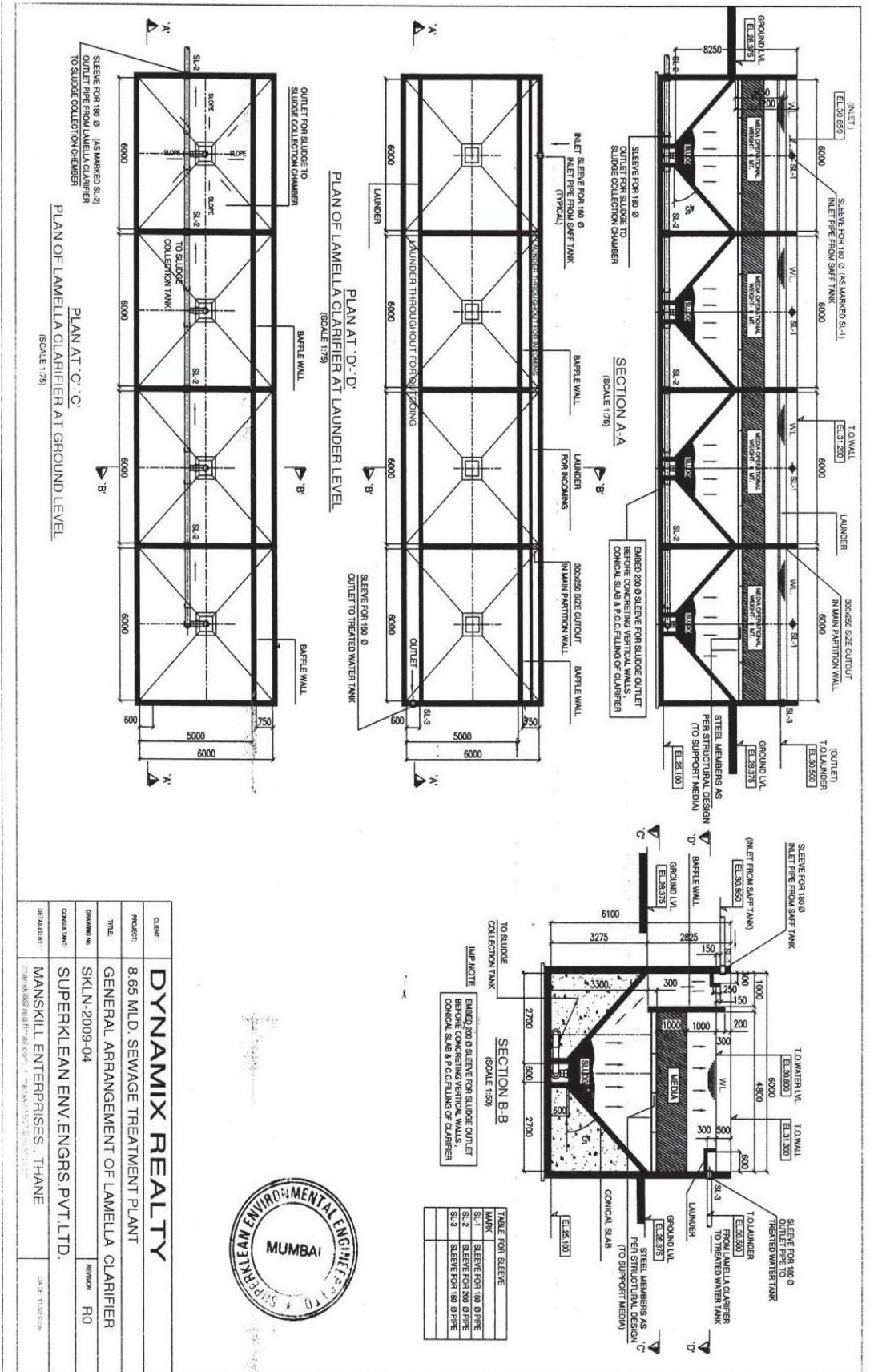
7. Various Drawings & diagrams of STP



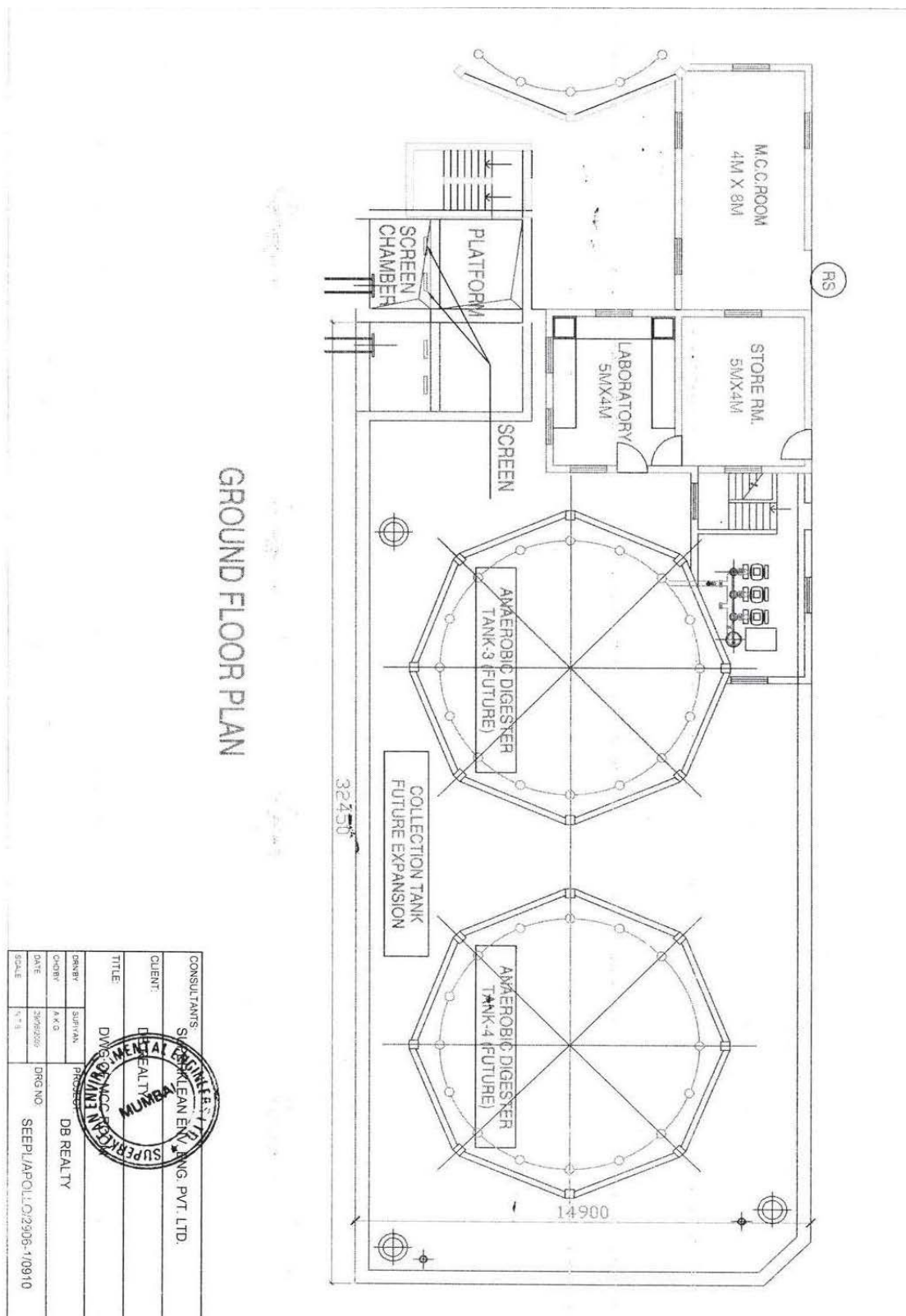
i) P and I Diagram



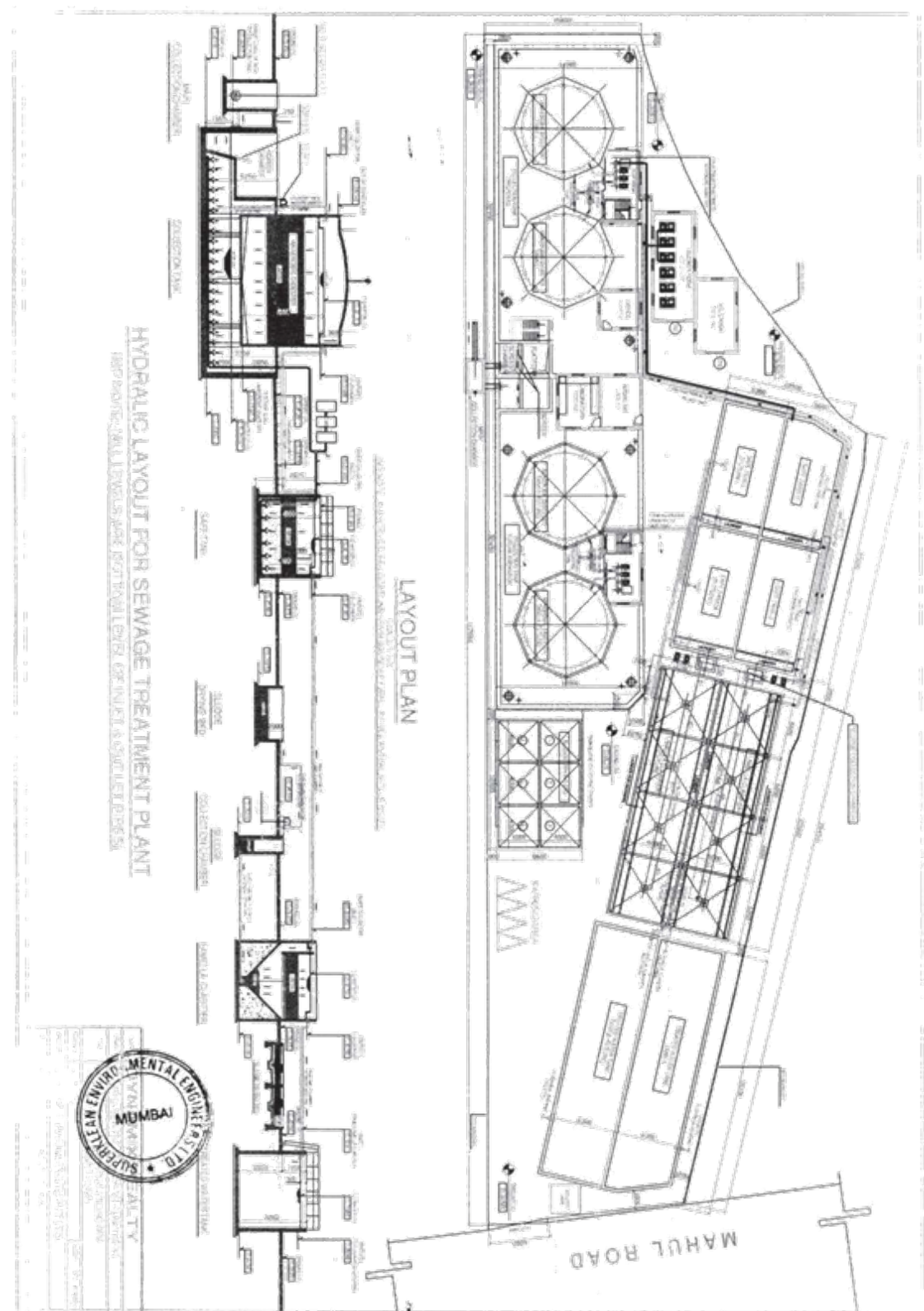
ii) General Arrangement of collection tank



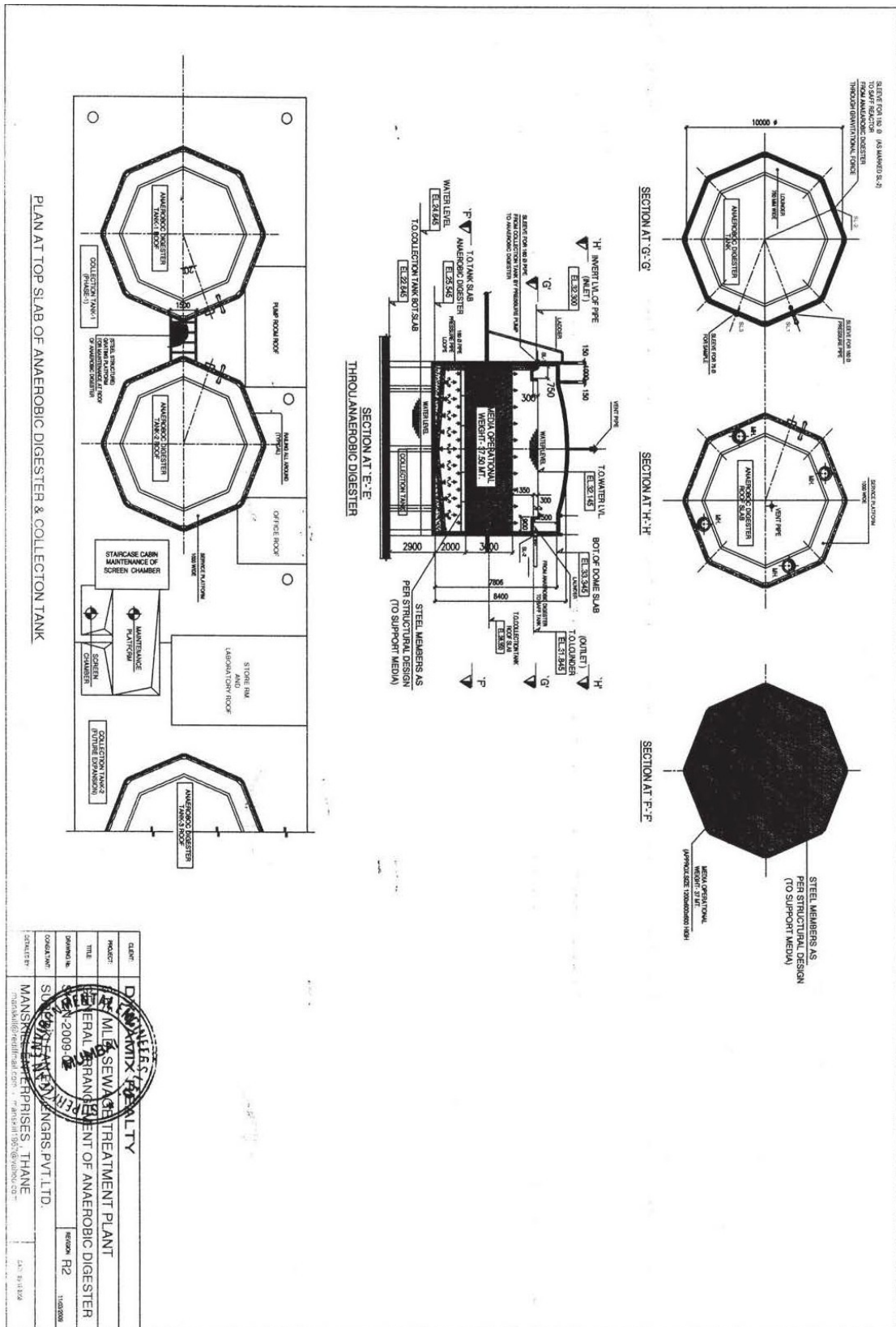
iii) General Arrangement of Lamella Clarifier



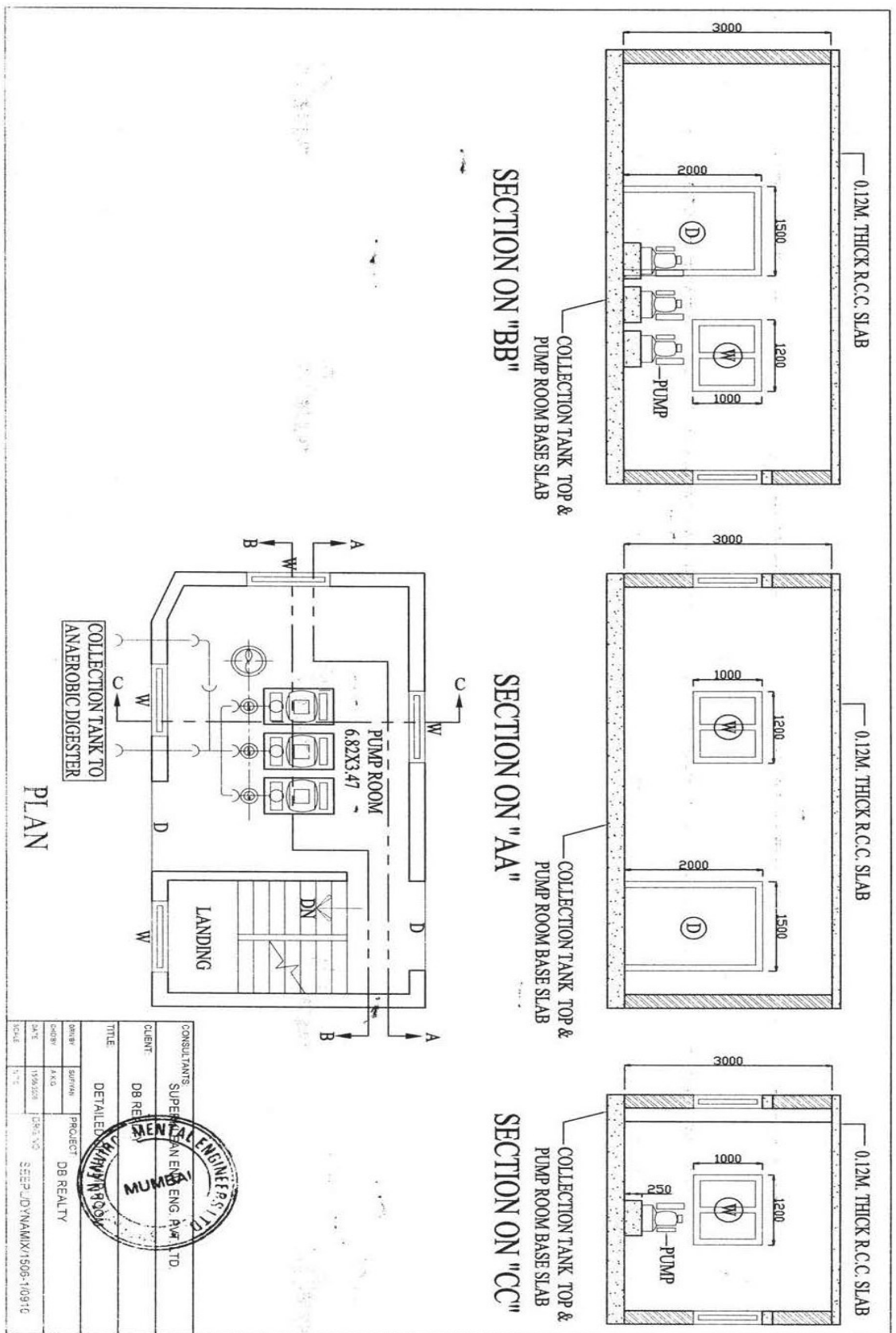
v) Drawing of MCC Room



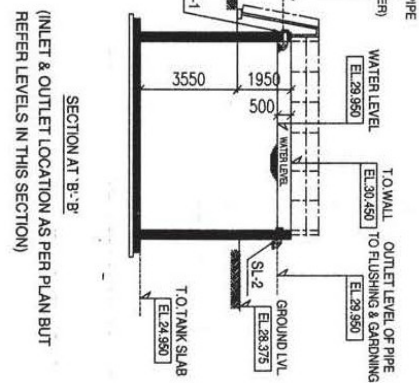
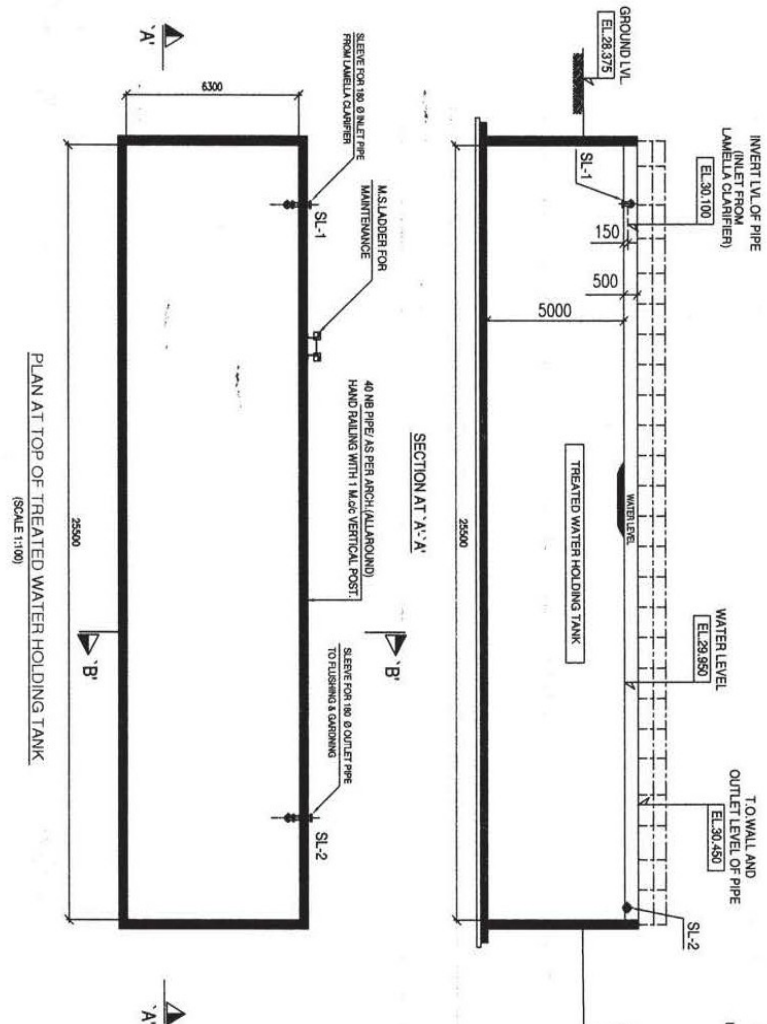
vi) Drawing of Plant Layout with Hydraulic Diagram



vi) General Arrangement of Anaerobic Digester



viii) Detailed of Pump Room



CLIENT	DYNAMIX REAN...
PROJECT	8.65 MLD. SEWAGE TREATMENT PLANT
TITLE	GENERAL ARRANGEMENT OF TREATED WATER TANK
DRAWING No.	SKLN-2009-05
CONTRACT	SUPERKLEAN ENV. ENGRS. PVT. LTD.
DESIGNED BY	MANUSKILL ENTERPRISES, THANE
DATE	12/05/08

ix) General Arrangement of Treated Water Tank

Part 3 –Refurbishment of STP

1. General

The work of Refurbishment of the existing STP so as to operate it efficiently and sewage shall be treated up to the desired parameters for re-use purposes. It is also proposed to carry out automation of the plant to minimize manpower.

The tenderer shall visit the site and confirm the details before submitting the proposal. Tenderer shall Refurbish/Repair the STP including all units accessories mentioned in the specification within existing area of STP.

The main objective of the Refurbishment of the Mahul STP is to SITC/Repair/Overhauling to the old machinery / equipment's. Also, the sewage water received at Mahul STP is to be treated to meet the latest MPCB prescribed limit parameters/NGT prescribed parameters and then discharge to Mahul Creek / Supply to HPCL refinery.

It is the sole responsibility of the tenderer to thoroughly check the equipment working conditions / specifications as well as existing equipment's / structures layout to accommodate the latest suitable technology to meet the desired parameters of discharged sewage water to Mahul Creek / Supply to HPCL refinery from the existing arrangements at Mahul STP site.

The work shall be carried out in accordance to CPHEEO Manual for Sewarage and Sewage Treatment Plant (Latest Edition).

2. Obligation of the Tenderer

- i) The specifications provided are intended for general description of site conditions, scope of work and requirements, products, execution, quality of workmanship and finished work. They are not intended to cover minute details. The work shall be executed in accordance with best modern practices and using special techniques.
- ii) The specifications mentioned hereunder are with respect to treatment technology, process and specific requirements of treated water quality. The tenderer shall read this Technical Specification in conjunction with the standard specification of the Municipal Corporation of Greater Mumbai for Sewerage Works and other documents and technical manual, papers, guidelines, standards and specification etc. For Civil, Mechanical & Electrical works, BMCs respective standard specifications shall be applicable during execution of the project. Bidders are

requested to get acquainted with the same before bidding.

- iii) The specifications given herein above are intended for general description of site conditions, scope of work and requirements. The tenderer shall visit the site and assess the condition of the equipment's. All the missing/ non-functional parts of the equipment's shall be replaced for successful operation of the equipment's.
- iv) The brief description of the existing equipment's specifications as well as details of the layout as per existing Mahul STP site are attached for ready reference. However, the tenderer shall visit the site and suggest best available technology in the available layout to discharge the sewage water to meet the MPCB prescribed limit parameters.
- v) Replacement of equipment/spares shall be as per existing specifications/materials/ properties mentioned in design data or equivalent with approval of Engineer. If any changes required shall be approved by Engineer.
- vi) Most of the units/tanks of the STP are in a filled condition; bidder shall assess the condition of the equipment/material under water and include the costs of repairs/replacement of the same in the offer. No claims/costs shall be entertained for the reason of non-availability of physical inspection.
- vii) **The treated water from the STP shall meet the designed outlet water quality as specified in design data. The bidder shall study the design of STP proposed for refurbishment considering details provided in the tender and acquiring any additional information required by visiting the site and ensure that the design is valid to treat the sewage to the desired standards. Any objections regarding design incompetency shall not be entertained after execution of the refurbishment work. Payment shall be only made after successful operation of the plant as per payment conditions of the tender.**

3. Site Survey and site preparation

- i) After receiving the work order the tenderer shall undertake the site survey to understand existing condition of STP, inlet / outlet / bypass connections to the STP.
- ii) The tenderer shall visit and inspect all equipment and machinery thoroughly and identify the spares missing if any and shall include the cost of the same in their offer for the successful operation of the equipment. No extra cost will be paid by

BMC for additional spares equipment separately.

- iii) Tenderer shall submit the work program for the refurbishment work with flow diversion plan. Tenderer shall plan and carryout the work phase wise Phase I of 4.3 MLD shall be refurbished and commissioned and Phase II shall be taken up subsequently.
- iv) Tenderer shall not make any major design changes/ modifications in the existing layout or process of the plant without prior permission of BMC officials. The contractor shall approve the design changes / modification of the STP which are required for meeting the Sewage water discharge parameters only.
- iv) Tenderer shall prepare the list of existing, working/ non-working and missing inventory before starting the work. The list shall be approved by BMC.
- v) The tenderer shall clean the site by cleaning/sweeping and removing any debris/scrap material lying on the site.
- vi) The exiting drawings and details of equipment are available at site for reference of the bidders.

The successful tenderer shall submit the following documents for approval of BMC prior to starting the work -

- a) General arrangement drawing of Mahul STP,
- b) General arrangement drawings of all SITC equipment,
- c) All the Mechanical and civil structure drawings
- d) Schematic diagram of the panels. Cable schedule and layout,
- e) The successful tenderer shall submit the manuals and test reports for SITC and other equipment from the manufacturer,
- f) Bill of Material along with the model and make details, catalogues.

4. Refurbishment of Screen Chamber and SITC of Bar Screen

- i) Screening system is common for phase I and phase II. The screen chamber is provided with Vertical bar screen with chain pulley arrangements. The bar screen shall have clear spacing of 25mm between bars. Successful tenderer shall install new bar screen and screening arrangement.
- ii) The screening arrangement consist of Bar Screen with raking arrangement, Chain drive and gear boxes, motors with belt and pulley arrangements, guide channels, wire ropes, fasteners etc. The detail of existing bar screen arrangement is given in

the Section-2, Existing Plant Design Details.

- iii) The existing screen is in dilapidated condition. The new screen shall be similar of the existing so as to match the specifications and operational conditions.
- iv) The screen chamber shall be thoroughly cleaned by isolating screen chamber and removal of stagnant sewage and silt. Civil Repairs to screen chambers shall be carried out as required.
- v) The chain drives system shall be installed with good engineering practice such as proper lubrication, alignment ensuring proper and smooth functioning.
- vi) Existing rakes assembly shall be replaced completely keeping design parameters as it is. All fasteners of the rake shall be replaced with SS304 grade fasteners. The entire screen shall be painted with one coat of Zinc Chrome Primer and two coats of Epoxy paint of approved make.
- vii) Entire bar Screen assembly shall be replaced in the screen chamber at its place with new anchor fasteners following due care and proper alignment. Any minute rectifications, design modifications required for alignment shall be done by the tenderer to put the screen back to the proper working conditions.
- viii) After installation tenderer shall take trial runs of the screen for its successful operation.
- ix) Lifting arrangement shall be provided for removal of floating materials including chain pulley block, garbage box and chain shall be provided and tested for its smooth operation.
- x) Screens shall be suitable for continuous operation in a highly corrosive atmosphere. The screen shall be installed by lowering down in the channel with the main side supports bolted/anchored in the channel side wall sand base. All components will be constructed from stainless steel 316 for corrosion and wear resistance, strength and long useful life. All fasteners including anchor bolts for assembly and installation will be supplied with the screen and shall be in grade 316 stainless steel.
- xi) The equipment shall require the minimum maintenance, repair or replacement. The components needed for the periodic maintenance should be easily accessible from the manufacturer during DLP Period and later.
- xii) The tenderer shall make necessary arrangement of dewatering pumps during screen replacement work.

5. SITC of Raw Sewage Pump Set (Same specifications for Phase I and II)

- i) All raw sewage pumps installed in the plant shall be replaced by following standard engineering practices. The detail of existing raw sewage pump set is given in the Section-2, Existing Plant Design Details.
- ii) The successful tenderer shall dismantle above mentioned raw sewage pumps along with motors after taking the proper isolation from the BMC site Engineer.
- iii) The successful tenderer shall dismantle valves on suction and delivery valve and Non-Return Valves along with delivery and suction line after taking the proper isolation from the BMC site Engineer.
- iv) The suction and delivery line shall be dismantled as per site condition /requirement & blank flange shall be installed, after taking proper shut down in coordination with BMC Engineer.
- v) Scaffolding & working platform arrangement shall be done for dismantling suction and delivery line & installing blank flange. So that rest of the pumps will be in operation.
- vi) The new required pump set shall be as per specification mentioned below
 - No of unit : 03 (2W+1S) (for each phase)
 - Make : Kirloskar/Jyoti/M&P/KSB/Grundfos/Kishor
 - Type : Non-clog, vortex impeller type with 100mm solid handling
 - HP : 12.5HP
 - Flow : 127m³/Hr. Each
 - Head : 15m.
- vii) The pump motor shall have IP55 protection and Class-F insulation. Mechanical seals of silicon carbide shall be used. The allied accessories required to install the new pump sets from suction sluice valve to delivery valve such as reducers, distance piece hardware's etc. shall be supplied as per site requirement.
- viii) The test report for confirming material of construction of pump set and allied accessories mentioned above shall be submitted in duplicate to BMC
- ix) The tenderer shall visit site and get acquainted with site requirement before submitting their offer.
- x) Pump shall be tested at manufacturer's test bed as per IS 5120. The inspection charges shall be borne by the tenderer. All test reports in duplicate shall be

submitted to the BMC Engineers. The duly tested pump shall be installed at site and commissioned successfully.

- xi) All care shall be taken by the tenderer while dispatching the pump set. This shall be packed suitable to avoid damages during transportation / loading and unloading, etc.
- xii) Tenderer shall furnish:
 - Performance characteristic curves.
 - Catalogue of pump set and details of pump and its motor.
 - Manufacturing test certificate, Guarantee card and list of parts for the pump sets.
 - Operation and maintenance manuals for the pump set.
 - Drawings showing cross sections of pumps, mounting arrangements, list of materials and necessary curves along with their offer.
- xiii) In the event of any pump failing to meet the specified requirement of pump set it shall be modified and retested until the requirements are fulfilled. Then modification and testing of the pump set are at contractors cost. The successful contractor shall provide demo of pump at site.
- xiv) **Installation / Testing & Commissioning:**
 - a. The duly tested pump set and allied accessories shall be installed at site as per standard engineering practice.
 - b. After checking the phase sequence and matching existing delivery pipe line the pump shall be successfully run in presence of site engineer.
 - c. The successful contractor shall remove the existing foundation of pump and motor and shall construct the new foundation suitable to newly installed pump and motor with suitable frame , Channels etc. to install the pump and motor.
 - d. The successful contractor shall hand over the removed pump sets and allied accessories to BMC. The contractor shall prepare and submit testing and commissioning report to BMC Engineer.
- xv) **Painting of Line**
 - a. The successful contractor should scrape out old existing paint of the all suction and delivery lines with accessories with polish paper, scrapper tools & buffing wheels etc. he should properly prepare the surface for

coating. He should then apply Epoxy primer and let it dry properly. After that he should apply two coats of epoxy paints with approved make. He should approve colour shade from the M.C.G.M. engineer before applying it. The make of the paint shall be of Shalimar/Asian/Berger.

- b. Anything other than above, but necessary to be done for successful completion of work, the same shall be carried out by successful tenderer at no extra cost.
- c. The entire job should be completed with minimum shut down time.

6. Servicing of Air Blower and SITC of Fine Air bubbled diffusers

- i. Contractor shall dismantle compressor unit completely and overhaul the compressor using standard engineering practices considering the condition spares shall be refurbished or replaced. Spares which are required to be replaced shall be genuine spares. All parts shall be cleaned with industrial solvent/ diesel/kerosene to remove all dust/ dirt deposited.
- ii. Compressor unit shall be filled and top up with new compressor oil. If any leakage observed shall be arrested and rectified.
- iii. Pressure gauge on delivery line shall be replaced with new pressure gauge of reputed brand.
- iv. Air filter shall be refurbished by replacing filter media similarly new SS 304 wire mesh shall be provided on the grill to prevent entry of birds, lizards etc.
- v. Contractor shall replace compressor belts by new one for the all compressor as per the specifications.
- vi. Contractor shall replace flexible connections of suction and delivery line of the compressors by new one having same design.
- vii. Contractor shall check the condition of existing diffusers and replace the faulty diffusers having same pressure ratings and dimensions. The number of diffusers to be replaced is approx. 100.
- viii. Compressor suction, delivery line, common header line inside the compressor room, air filter frame provided on air inlet line in the wall, base frame and foundation etc. shall be cleaned and painted with one coat of epoxy primer and two coats of epoxy paint as per directions of engineer. Complete motor assembly shall be painted with one coat of epoxy primer and two coats of epoxy paint.

- ix. After overhauling of compressor and rewinding of motor, contractor shall commission the compressor with running trials.

7. Overhauling of Sludge Transfer Pumps

The contractor shall overhaul four nos. of sludge transfer pumps i.e. two working and two standby for Ist & IInd phase so as to perform their specified function. The pump shall be connected to existing pipe line installed to carry the sludge from sludge tank to sludge drying bed by carrying out necessary repairs to the pipe line and conveyance system. The detail of existing sludge transfer pumps are given in the Section-2, Existing Plant Design Details.

8. SITC of Chlorine Dosing System

- i) Contractor shall supply four nos. of FRP tanks of capacity 500 ltrs. each for chlorination purpose.
- ii) Contractor shall supply and install four nos. of dosing pumps i.e. two pumps each for Ist and IInd phase as per existing specification provided in design data.
- iii) Installation of pipe line network for chlorine dosing system shall be done as required.
- iv) The entire chlorine dosing system shall be put into the operation to meet designed specifications and outlet quality.

9. SITC of Electromagnetic Flow Meter

- i) The successful Contractor SITC of Electromagnetic Flow Meter at location approved by BMC Engineer to measure incoming and outgoing flow at Mahul STP. The make of flow meter shall be Siemens/ABB/Krohne/Electromag/Aster/Yokogawa.
- ii) The required miscellaneous work for installation of Electromagnetic Flow Meter shall be carried out without considering any extra cost.

10. SITC of PH Meter & DO Meter

- i) The successful Contractor SITC of PH Meter & DO Meter at location approved by BMC Engineer to measure incoming and outgoing flow at Mahul STP. The make of Endress-Hauser/Hach/Emerson/Aster/Yokogawa/Forbes Marshall.
- ii) The required miscellaneous work for installation of PH Meter & DO Meter shall be carried out without considering any extra cost.

11. Overhauling of Treated water Pump set

- i) All the parts of the pump such as shaft, shaft sleeve, impeller etc. shall be dismantled using standard engineering method. All the parts shall be cleaned with rust cleaner and same shall be checked for wear and damage.
- ii) All the pump parts such as shaft, shaft sleeve, impeller, impeller nut, set of keys, driving end bearing cover, bearing nut, gland, lantern ring, water deflector, rubber flap assembly etc. shall be overhauled and replaced if required. Consumable like bearings, gaskets, fasteners shall be replaced.
- iii) The pump shall be assembled by applying thin layer of grease to all surfaces which have to be air tight.
- iv) The insulation resistant values of motor before overhauling and after overhauling shall be measured and noted accordingly.
- v) The motor shall be dismantled by taking due care of stator/ rotor etc. Rotor shall be protected while dismantling the motor.
- vi) The existing stator winding and rotor shall be cleaned thoroughly. The stator winding shall be varnished with minimum of two coats of high quality and air drying varnish and sufficiently baked to ensure perfect insulation. After complete varnishing of stator and rotor, dynamic balancing shall be carried out. Motor shall be re-wound with copper winding of suitable size of gauge.
- vii) All the bearings and terminal plates shall be replaced.

12. Refurbishment of Collection Tank

- i) There are two collection tanks provided for each phase respectively. Both collection tanks shall be cleaned thoroughly by removing stagnant sewage sludge and silt. There may be siltation at the bottom of the tank. Bidders shall ensure the same and include the costs in his offer.
- ii) Pipe grid installed to diffuse the air in the collection tank shall be dismantled and cleaned thoroughly; damaged pipe pieces and diffusers shall be replaced.
- iii) After cleaning and replacement of required pipe pieces and diffusers, pipe grid shall be re-assembled & reinstalled with the help of new SS304 grade fasteners and new packing.
- iv) Contractor shall carry out civil repairs to collection tanks. Any seepage observed shall be arrested.

- v) Bidder shall estimate the volume of the tank from the drawing and assess the quantum of the silt in the tank through site visit. Removal and disposal of the silt is complete responsibility of the contractor. Bidder shall include in his offer the cost for disposal of silt/sludge in scientific manner and shall produce the records of the same during execution.

13. Refurbishment of Anaerobic digester

There are two nos. of RCC Anaerobic digesters for phase I & Phase II each; with inside modules to reduce BOD/COD load. In anaerobic digester water enters from the bottom and discharged from the top. Plastic media is installed inside the digester for attached bacterial growth.

The refurbishment of anaerobic digester shall involve following activities:-

- i) Each Anaerobic Digester shall be cleaned by removing stagnant sewage, SAFF Media and sludge.
 - a) The SAFF media shall be removed in presence of the engineer and stored in proper place with due care.
 - b) The SAFF media shall be removed very carefully as the same is to be reinstalled after cleaning of the same and refurbishment of the digester.
 - c) Contractor shall supply and install additional SAFF media for damaged one as instructed by the Engineer.
- ii) Existing steel beams provided for placing media shall be cleaned and repaired as required.
- iii) Contractor shall carry out civil repairs to digester tanks.
- iv) After properly cleaning of Anaerobic Digester Tanks, removed SAFF Media shall be reinstalled in the digester on the steel beams. Steel Beams shall be painted with one coat of zinc rich primer & two coats of epoxy paint.
- v) Successful contractor shall repair the anaerobic digester and its system so as to put it back to proper working condition.

14. Refurbishment of aerobic SAFF Reactor Tank

Following activities involves in refurbishment of SAFF reactor Tank: -

- i) Each SAFF Reactor Tank shall be cleaned thoroughly after removal of stagnant

sewage, SAFF Media and sludge.

- a) The SAFF media shall be removed in presence of the engineer and stored in proper place with due care.
- b) The SAFF media shall be removed very carefully as the same is to be reinstalled after cleaning of the same and refurbishment of the SAFF reactor Tank.
- c) Contractor shall supply and install additional SAFF media for damaged one as instructed by the Engineer.
- d) Testing of diffusers and aeration system shall be carried out before installation of media in presence of the engineer.
- ii) Existing steel beams provided for placing media shall be cleaned and repaired wherever required. Steel Beams shall be painted with one coat of zinc rich primer & two coats of epoxy paint.
- iii) Inlet pipe installed to enter the sewage from anaerobic digester to SAFF Tank and Pipe grid installed to diffuse the air in the SAFF reactor shall be dismantled and cleaned thoroughly. If required, damaged pipes, pipe fittings and clogged diffusers shall be replaced with new one.
- iv) Contractor shall ensure the efficient diffused aeration in SAFF Reactor Tank after repairs, so as to treat the sewage as per the design.
- v) Contractor shall carry out civil repairs to SAFF reactor tanks wherever required.
- vi) After cleaning and replacement of required pipes and diffusers, pipe grid shall be re-assembled and reinstalled with the help of new SS304 grade fasteners and new packing.

15. Refurbishment of Lamella Clarifier

Following activities are involved in refurbishment of Lamella Clarifier:-

- i) Each Lamella clarifier Tank shall be cleaned by removing stagnant sewage, existing plastic media and sludge.
- ii) Existing steel beams provided for placing media shall be cleaned and repaired wherever required. Steel Beams shall be painted with 1 coat of zinc rich primer & 2 coats of epoxy paint.
- iii) Contractor shall carry out civil repairs to Lamella Clarifier tanks.
- iv) After properly cleaning of Lamella clarifier tank, Settler Media shall be installed on the steel beams.

- v) Contractor shall insure the efficient working of Lamella clarifier tanks and shall be put back to the ideal working conditions.
 - a) The Lamella Clarifier media shall be removed in presence of the engineer and stored in proper place with due care.
 - b) The Lamella Clarifier media shall be removed very carefully as the same is to be reinstalled after cleaning of the same and refurbishment of the Lamella Clarifier Tank.
 - c) Contractor shall supply and install additional Lamella Clarifier media for damaged one as instructed by the Engineer.

16. Refurbishment of sludge tank and sludge drying bed

- i) All the settled sludge from lamella clarifier will be collected in the sludge tank and transferred to common sludge drying bed by two nos. sludge transfer pumps.
- ii) Each sludge tank shall be cleaned by removing stagnant sewage and sludge. Contractor shall carry out civil repairs to sludge drying bed & sludge tanks required if any.
- iii) All the sludge drying beds shall be cleaned by removing filter media.
- iv) Complete filter media shall be replaced to achieve desired performance of the sludge bed as per the design of the plant.

17. Painting and Coating

- i) Internal and external surfaces of all the civil structures shall be painted with epoxy coating of minimum 300 microns DFT. The primer coat shall be a thinned coat of cement paint. The quantity of thinner shall be as per manufacturer's instructions.
- ii) The coats shall be vigorously scrubbed to work the paint into any voids for providing a continuous paint film free from pinholes for effective water- proofing in addition to decoration. Two coats of the same colour shall be applied.
- iii) All mechanical units, electrical panels, motors, pipes, valves, fittings, safety grills, shutters, doors, frames shall be painted with one coat of zinc rich primer and two coats of epoxy paint.
- iv) Contractor shall take due care of safety by using scaffolding, harness, helmets, goggles etc. during painting work at site.

18. Installation of Barbed Wire Fencing and Grills

- i) The STP is constructed on approximate area of 25000 sq.ft. having various civil structures such as anaerobic digester, equalization tanks, lamella clarifiers, sludge beds, control room and other related important civil structures and compound wall of approx. 900 ft. in length. This plant is situated in the residential building complex and for safety and security of man and machinery installed; barbed wire fencing is required to be provided on the compound wall of the STP. The compound wall between residential complex and STP is of 3 ft height, starting from anaerobic digester of phase-I up to the anaerobic digester phase-II. There is no compound wall further to it between the residential complex and STP, from sludge drying bed up to the entrance gate.
- i) Contractor shall provide barbed wire fencing on the compound wall 3 ft height upto the total height of 6 ft. and beyond that where there is no existing compound wall, barbed wire fencing shall be provided on the ground level upto the total height of 6ft.
- ii) The fencing shall be made up of G.I. barbed wire of 14 guage having 2 ply and 4 points at 75 mm c/c in the rows. Support structure shall be made up with vertical MS Angle 45 x 45 x 6 mm size and 10 rows of Barbed wire. The structure shall be painted with one coat of anti- corrosive paint, and two coats of approved enamel paint. MS Angle shall be embedded 0.45 m in the concrete block of size 0.3x0.3x0.5m, and 1.55m above the same spaced at 2.5 m c/c with inclined stays of the same material at 20 m c/c fixed in M15 grade cement concrete base block having dimension 0.3 x 0.3 x 0.5 m, including cross wires in each bay, Necessary excavation, backfilling and curing etc. complete as directed by Engineer In Charge.
- iii) The existing civil structures like control room, pump room, MCC room are provided with window grills, rolling shutters and door with frames which are heavily corroded and beyond repair. The contractor shall replace all window grills, door with its frames provided to various rooms/pump houses and other civil structures of STP and rolling shutters should be completely overhauled and ensure proper working.
- iv) All fencings, window grills, doors, door frames and rolling shutters shall be painted with one coat of zinc rich primer & two coats of epoxy paint.

19. Boundary Wall repair

The contractor shall reconstruct the boundary wall from entrance gate to collection tank of STP premises and back side of the SAFF tanks. The height of the wall shall be 6 feet above

ground level. Total length of the boundary wall to be constructed is approx.36mtrs. The wall shall be constructed using standard engineering practices.

20. Hand Railing, Ladders and Weather Shed

- i) The contractor shall remove old railing and ladders over all the treatment tanks, collection chamber and raw sewage transfer pump room. The contractor shall fabrication, supply and erect GI hand railing and ladder to each location mentioned above. (Railing shall consist of 1 inch dia MS pipe, height shall be 1 meter)
- ii) Fabricate, Supply/installation of new GI profile shed with support structure of suitable height using GI pipes-

Sr. No.	Location	Size of weather shed
1.	Treated Water Pumps	3 mtr x 5 mtr
2.	Chlorine Dosing Pumps	3 mtr x 4 mtr
3.	Chlorine Dosing Pumps	2 mtr x 3 mtr

21. Fabrication, supply and erection of Portable Cabin

Particular	Specifications
Configuration	One Storage room
Dimension	10 feet x 10 feet (face to face dimension)
Type of slope	All side
minimum height	10 feet (clear height; floor to ceiling)
Top Frame	50mm X 50mm Specially Formed M.S Square Pipe
bottom frame	125 mm X 75mm Specially formed M.S. I Beam
5mm Thick Horizontal Cross Member	100mm X 50mm Specially formed M.S. I Beam
5mm Thick Vertical Cross Member	50mm X 50mm Specially Formed M.S Square Pipe
Bottom Frame	Painted with Black Japan kind of material. Using 20mm X 40mm Specially Formed M.S Square Pipe as a stiffener for top
side wall	20 mm X 40mm Specially Formed M.S Square Pipe
side post	65mm X 65mm Specially Formed M.S Square Pipe
Outside paneling	Specially Corrugated Sheet in MS. – 1 mm thick (18 gauge).

internal wall paneling	8 mm PRELAMINATED BOARD SHEET. SHADE-HIGHLAND PINE with Bidding Patti and L-Patti in Black Coated Aluminium material
Floor panel material	18mm thick cement board with PVC vinyl carpet top of at least 1.5mm thickness with suitable support at bottom
Window panel material	Powder coated aluminium sliding windows with 4mm tinted glass
Power connection	415V 50Hz supply for electrical appliances
Electrical connection	Electrical connection from nearest power supply point
Legs	6 inch height, Four legs at all four corners with brick platform and support at center
Hooks	Specially formed hooks for easy lifting and shifting
Electrical Accessories	Wall mounting air circulator of 450mm sweep – 01 No. ; Indoor LED fixture-led square recessed downlighter 12-15w – 04 Nos.; Outdoor LED light fittings 24-26w -02 Nos.; Light/Fan/Ex.Fan Points – 06 Nos.; Point wiring – As per requirement; Distribution board with oncoming and outgoing MCB of suitable rating – 1 No.
Other provisions	Steps for with MS flats/angles at entrance, Locking arrangement etc.,

1. The tenderer shall provide and fix in two track aluminum windows 02 nos. in portable cabin and MS Safety grill using M.S. square / round bar, flats and angles including painting.
2. The contractor shall provide 02 Nos of office table (size 4 feet x 2feet). 02 Nos. of High Back chair and 05 Nos. of visitor chair of reputed make and storage file cabinet of size 2 feet x 4feet in the porta cabin.
3. The contractor shall provide one desktop computer and multifunction monolaser printer for office use in the porta cabin.

22. Supply and Installation of Various Treatment Media at 10.3 MLD Mahul STP

- i) The contractor shall carefully remove the treatment media in SAFF tanks, Anaerobic Digester tanks, Lamella Clarifier tanks and Sludge dry bed while carrying out refurbishment work of respective tanks in Phase I and II.

- ii) The existing media shall be examined and damaged media shall be segregated.
- iii) The contractor shall supply and install treatment media in tanks as described in below table.

Sr. No.	Type of Treatment Media	No. of Tanks	Total Quantity	Make	Specification of Media
1	Anaerobic Digester and SAFF Tank	04 each	550 Cum	COOLDECK or Equivalent	UV stabilized PVC, Double Edge Folder structured sheet
2	Lamella Clarifier Media	08	100 Cum	COOLDECK/ Equivalent	PVC Corrugated tube settler lamella, Height 750mm
3	Sludge Drying Bed Media	09	20,000 Kgs		Quartz Sand 40mm, 20mm and 10mm

- iv) All media shall comply with IS/BIS and equivalent international standard.
- v) UV stabilization is essential to prevent media degradation.
- vi) For sludge drying bed, graded sand should be washed, dust free and angular to ensure proper drainage in sludge drying beds.
- vii) Media installation shall include refurbishment of mechanical support structure, air piping (for SAFF tank) and proper bedding material (for sludge drying beds)
- viii) The contractor shall submit vendor/supplier's ISO 9001 certification and material test reports for all treatment media.

The details of each treatment media are mentioned below :

A. SAFF Media (Anaerobic Digester & SAFF Tank)

- a) Product: Structured PVC Media for Anaerobic & SAFF Reactors
- b) Application: Biological Treatment – Attached Growth Process
- c) Material: UV Stabilized Polyvinyl Chloride (PVC)
- d) Design: Double Edge Folded Structured Sheet
- e) Void Ratio: $\geq 90\%$
- f) Specific Surface Area: $90-150 \text{ m}^2/\text{m}^3$

- g) Module Size: As per manufacturer standard
- h) Weight: $\leq 40 \text{ kg/m}^3$
- i) Temperature Tolerance: $5\text{--}60^\circ\text{C}$
- j) Installation: Horizontally stacked with SS/civil cage structure
- k) Certifications / Compliance - Conforms to CPHEEO guidelines and Test certificate required for UV resistance, crush strength, material composition

B. Lamella Clarifier Media

- a) Product: PVC Corrugated Lamella Clarifier Media
- b) Application: Solid-Liquid Separation
- c) Material: Polyvinyl Chloride (PVC)
- d) Height: 750 mm
- e) Tube Angle: $55^\circ \pm 5^\circ$
- f) Plate Spacing: 50–80 mm
- g) Specific Gravity: $1.35\text{--}1.40 \text{ g/cm}^3$
- h) Surface Area: $\geq 120 \text{ m}^2/\text{m}^3$
- i) Installation: MS frame with baffle plates and support channel
- j) Certifications / Compliance - Material conformance to CPHEEO / BIS / ASTM D1784
- Third-party performance certificate for sedimentation Efficiency

C. Sludge Drying Bed Media (Quartz Sand)

- a) Product: Graded Quartz Sand
- b) Application: Sludge Dewatering
- c) Layering: 40 mm (bottom), 20 mm (middle), 10 mm (top)
- d) Type: Crushed, angular quartz
- e) Bulk Density: $1.5\text{--}1.8 \text{ g/cm}^3$
- f) Porosity: $\geq 35\%$
- g) Silt/Clay Content: $< 2\%$
- h) Washing: Pre-washed, dust free
- i) Delivery: Packed in gunny/plastic bags or bulk
- j) Certifications / Compliance - Particle size distribution test (sieve analysis)
- Lab test report for silt/clay and organic content

23. Carrying out Electrical works and automation of 10.3 MLD capacity sewage treatment plant (STP) installed at Mahul SRA residential complex, Mahul Village

23.1. SITC of PLC System for automation of Air Blower and Pump etc. with computer system

The STP shall have automation system to control all pumps, equipment for operation of STP and desired treated water quality. The interlocking of the flow within various units of STP shall be done depending upon the desired treated water quality.

Provision shall be made for each facility to operate process unit manually, if for any reason the need arises. The control system shall be selectable to either "Off", "Manual" or "Automatic" modes.

Online quality & operation monitoring system shall be provided with suitable PLC. The contractor shall supply and install online meters for measurement of flow, energy, DO, turbidity & pH. The plant operation data shall be transferred & stored to control location with suitable software and hardware. One latest configuration branded computer shall be provided for data storage and preparation of reports at control location. All other accessories like A4 size printer, UPS, etc. shall be provided by the contractor.

The daily report shall be generated in the system for pump operation hours, flow details, treated water quality, electricity consumption, etc.

All major units shall be provided with alarms for control of important parameters. The automation system of STP shall have alarm facility for failure of major units like pump, aeration system, disinfection system, etc.

The STP is constructed over approx. area of 25000 sq.ft consists of various units. There are two main entrances, control room, pump room, compound wall and premises, civil structures which are required to be covered under CCTV surveillance for the safety and security purpose. Hence the contractor shall provide and install CCTV system. The CCTV system shall consist of IP cameras (06 nos.), routing accessories and arrangement, Storage management system and Display System with specification as follows:

- i) The display and storage management unit shall be installed in the Control Room.
- ii) The entire IP surveillance system is designed to control and monitor the different units of the STP. All the systems, civil structures shall have IP fixed outdoor type

camera with night vision to monitor the STP.

- iii) All cameras shall be outdoor type true IP camera and in IP-66 housing.
- iv) All outdoor items for cameras like JB's, power supply, media convertor etc. shall be in water proof and dust proof housing.
- v) Video management software shall offer both video stream management and video stream storage management.
- vi) Any other items/accessories required for installation, testing and commissioning of CCTV system shall be provided.

23.2. SITC of Control Panel

- i) The contractor shall assess the details of existing LT supply control panel in the panel room and design new control panel to cater the electrical load of M&E equipment in the STP premises.
- ii) The contractor shall integrate the existing power factor maintenance panel with the new control panel for automatic monitoring of power factor.
- iii) The general specification of control panel are indicated in below table :

Type	Floor-mounted, compartmentalized, powder-coated CRCA sheet steel panel
Degree of Protection	Minimum IP54 (Indoor)
Sheet Thickness	2.0 mm for load-bearing frame, 1.6 mm for doors and covers
Painting	Seven-tank process, powder-coated RAL 7035 or as approved
Cable Entry	Bottom
Busbar	Electrolytic grade copper with heat shrinks sleeves, color-coded, rated for 1.5 times load current
Earthing	2 Nos. Cu Earth Bus Bars, Double earthing as per IS:3043 for all motors and panels.
MCC Section	DOL/Star-Delta/Soft Starters for motors (Pumps, Blowers)
PLC/SCADA	For automation and remote control, PLC to support Modbus TCP/IP protocol for future integration
Power Monitoring Unit	Digital multifunction meter (V, A, kW, PF, Hz)
Indications	RYB Phase indicators, Run/Fault lamps
Protection	MCCBs/MCBs/Overload Relays Earth fault, short circuit, under/over voltage
Controls	Selector switches (Auto/Manual), push buttons, emergency stop
Instrumentation	Timers, level controllers, relays, indicators

Instrumentation & Interfaces	DO, pH, ORP interface
Communication Protocol	Modbus RTU/TCP-IP (for SCADA connected)
Control Wiring	1.5 sq.mm Cu FRLS cable, neatly ferruled and numbered
Testing & Inspection	Insulation resistance test Continuity test Functional testing of interlocks and protection devices Factory Acceptance Test (FAT) before dispatch Site Acceptance Test (SAT) after installation
Documentation	GA drawings, SLD, wiring diagram Test certificates of components Operation & Maintenance Manual
Makes of Equipment	MCCBs/MCBs : Siemens / Schneider / L&T / ABB Contactors/Relays: Schneider / Siemens / ABB PLC : Siemens / Allen Bradley / Schneider Indication Lamps : Teknic / Siemens / Schneider Panel Meters :Secure / L&T / Schneider

23.3. SITC of Cables :

The contractor shall remove all the existing cables from control panel room to various M&E equipment, pole lights etc. inside the STP premises.

Existing removed cable shall be stacked properly as directed by site engineer.

Contractor shall supply following types of cable required for electrification –

Sr. No.	Type of Cable	Size	Quantity (Approx.)	Make
1	1.1 kV grade stranded Al conductor, XLPE insulated, extruded PVC inner and FRLS outer sheathed, galvanised steel round or strip armoured cables	4C x 2.5 Sq.mm	500 Rmtr	Finolex, Polycab, Tropodur, Gloster, Asian, Nicco, Universal, Incab, Havell's, Torrent, Vishal, HPL, KEI, Avocab, Bentec, Anchor, R.R.Kable, Kenter
		4C x 4.0 Sq.mm	300 Rmtr	
		4C x 6.0 Sq.mm	200 Rmtr	

The excavation and backfilling works required for laying of cable shall be carried out as per site requirement. The contractor shall carry out testing and commissioning of all electric supply cables.

23.4. Supply and Installation of cable trays

The contractor shall supply cable trays Perforated Type G.I. Cable tray with all other accessories to cover electric cables. The cable tray shall be readymade 2500mm standard length, prefabricated, perforated made up from MS sheet and then hot dip galvanized (Galvanisation thickness of minimum 86 Micron). It includes associated accessories such as coupler plates, tees, elbow etc.

Sr. No.	Type of Cable Tray	Quantity (approx.)	Make
1.	G.I. Cable tray with all other accessories 75x25mm (16 SWG)	50 Mtr	Asian Anciliary Corporation, Legrand, universal, Indiana
2.	G.I. Cable tray with all other accessories 100x25mm (16 SWG)	50 Mtr	

24. Submission of document & Clearance of site

- i) Drawings and designs shall be in metric units and drawings shall be on minimum A-2 size paper.
- ii) Before submitting the final bill the contractor shall furnish MCGM three copies of "as built" Drawings including mechanical and electrical & process instrumentation (along with soft copy in CAD) duly verified by the Engineer reflecting entire refurbished plant, details of all units, catalogues of all replaced instruments, layout, foundation & Design details, Process/flow diagram, Pump / machinery / Equipment & Automation / Instrumentation details Project. Contractor shall submit the detailed repairs refurbishment report comprises of above mentioned drawings, technical details and catalogues of replaced components of the plant. The tenderer shall be responsible for ensuring that any existing utility on, under or above the Project Site is kept in continuous satisfactory use if necessary, by the use of suitable temporary or permanent diversions.
- iii) All debris derived from site activities shall be disposed off by the contractor at his own cost. The cost of this work shall be part of the quoted offer and no separate payment shall be made on this account.
- iv) All existing machinery, installations, accessories shall be the property of the MCGM and required to be deposited in MCGM's Store at the contractor's own cost.
- v) The correspondence with Electric Supply Company for change in sanctioned load,

contract demand, etc., if required shall be done by the contractor. The administrative help will be extended by MCGM to the contractor to pursue the matter with concern authorities.

25. Testing and Re-commissioning

The contractor shall carry out testing / re-commissioning of plant with all civil, mechanical, electrical & automation units to meet the desired and ultimate goal of the tender including obtaining of various approvals required for operation of the plant.

The contractor shall remove promptly from the site all surplus construction machinery and materials, waste materials, rubbish and other debris and shall keep the Site in a neat and clean condition and in conformity with the Applicable Laws and Permits.

The contractor shall carry out the work of refurbishment of the entire plant stage wise i.e. Refurbishment of 4.3 MLD capacity phase-I on priority basis during First stage of the work and complete within first four months. After refurbishment contractor shall start up the plant by re-commissioning of Phase I.

On successful re-commissioning of Phase-I, contractor shall take up the work of refurbishment of 6 MLD capacity Phase- II & its subsequent commissioning.

Performance of the entire plant shall be observed & monitored for 30 days by MCGM before processing final bill. The contractor shall test the raw & treated water from the STP at NABL accredited lab to demonstrate the performance of the plant & submit the test report to MCGM as per the instructions of the Engineer.

The contractor shall carry out O&M of the entire STP unit for a period of 05 years. The contractor shall maintain records of treated water quality by monthly sample analysis and whenever required / instructed by the Engineer in case of failure from the NABL Accredited Laboratory approved by the Engineer.

26. Taking away old removed material by offering rebate :

All removed material from of raw sewage transfer pumps, chlorine dosing system, control panel, cables etc. shall be properly listed out and stacked as per the instruction of site Engineer. The successful tenderer shall have to take away removed materials on “as it is condition” basis. The tenderer shall visit the site to inspect materials before submission of buyback offer. The buyback offer shall not be less than departmental estimated rebate value. This section has worked out rebate cost for removed material is Rs.4,48,022/-

including 18% GST and 1% TCS. The rebate amount of old removed material as per technical Specifications terms and conditions (including 18% GST + 1% TCS) shall be paid by bidder through challan on various CFC counters of BMC. In case, if the bidder quotes rebate amount less than this estimated rebate value or does not offer any rebate amount, then rebate value provided by the department intender document shall be considered for evaluation, without any further reference to bid.

The tenderer shall refer rebate sheet attached at the end of the tender document for quoting the value against rebate of remove material.

Part 3 – Operation and Maintenance

1. General

The operation & maintenance shall be comprehensive and includes preventive and routine activities with all repairs and provision of spares material and tools required for these repairs. The manpower, tools, tackles & spares shall be arranged by the tenderer. The tenderer shall carry out preventive, routine maintenance and break down maintenance Operations as per approved schedule and in accordance with good operating practices. BMC shall supervise the tenderer's Operations at all times and notify the tenderer of any defects that are found. Such checking shall not affect the tenderers responsibilities. The plant shall be operated for actual flow considering diurnal & seasonal variation.

2. O&M Period

The tenderer shall carry out O&M of the STP for the period 05 years (including defect liability period of 1 year) after the date of successful commissioning of the plant.

3. Provision of Electricity

The electricity required for O & M of STP shall be provided by BMC. Tenderer shall operate the plant with optimum efficiency. All the mechanical & electrical equipment shall be maintained in good operative condition so as to consume optimum electricity. The consumption of electricity shall be proportionate to the quantity of water treated considering design of the plant. In case of disproportionate use of electricity, the same shall be deducted from running bills of the tenderers.

4. Daily Operations

The tenderer shall carry out operations in accordance with Good Operating Practices. The operations shall include, but not be limited to the following.

- i) Operating Sewage Treatment Plant to maintain the quantity and quality of treated sewage within the standards prescribed in the tender.
- ii) Tenderer shall depute two plant operator in 3 shifts of 8 hours each and one supervisor/chemist and one unskilled labour in single shift of 8 hours on daily basis for operation of STP.
- iii) Sludge Treatment as approved & sludge disposal.
- iv) Removal & disposal of screenings at suitable place.
- v) Continuous measurements of flow and other parameters as per approved schedule.
- vi) Housekeeping including Sweeping & Cleaning of STP premises.

5. Routine Maintenance

- i) The monthly inspection report shall be submitted for the status and performance of all major mechanical & electrical equipment and their operations in the format approved by BMC. The preventive maintenance check shall be carried out on day to day basis and monthly preventive maintenance program shall be submitted to BMC along with its compliance during operation of the plant.
- ii) The tenderer shall carry out preventive / breakdown maintenance activities of mechanical & electrical equipment as proposed by the engineer in charge. The preventive maintenance schedule will be furnished to the tenderer at the end of month before succeeding month. The tenderer should carry out preventive maintenance work during working hours from 8.00 A.M. to 5.00 P.M. or till the work is completed. The tenderers shall attend breakdown round the clock on all days including Sundays, holidays & in case of emergency during night hours under unavoidable circumstances in coordination with B.M.C. engineer.
- iii) The staff shall follow the instructions issued by Engineer's representative and maintain day to day records of the works carried out and observation regarding each equipment. The works includes preventive as well as breakdown maintenance of the electrical and mechanical equipment installed at STP The work includes maintenance of the all equipment and machinery

The specification includes the following activities;

1. Routine Maintenance of Bar Screen
2. Routine Maintenance of Raw Sewage Pumps.
3. Routine Maintenance of Air Blowers
4. Routine Maintenance of Sludge Transfer Pumps

5. Routine Maintenance of Chlorine Dosing Pumps

6. Routine Maintenance of Treated Water Pumps

7. Routine Maintenance of LT Panels & associated equipment

8. Routine Maintenance of Sludge Management System

- iv) In addition to above, maintenance staff shall have to do any other incidental works as instructed by B.M.C. Engineer.
- v) The tenderer shall carry out general maintenance, breakdown maintenance, cleaning of the plant proximity and any other activity concerning to the plant operation and maintenance. The preventive maintenance schedule will be furnished to the tenderer in the beginning of every month.
- vi) At the end of the shift, detailed records of the specific jobs should be maintained by the staff along with the consumables and other materials utilized for the specific job. Also various log sheets and other formats used as per B.M.C. standard have to be filled in by the staff and regularly maintained by the tenderer.
- vii) The successful tenderer shall also attend breakdown of equipment which can be rectified within the plant within 48 hours from the time of reporting.
- viii) The tenderer should provide necessary tools and equipment to his staff for effective operation. In case of failure or malfunctioning, the same shall be got repaired or replaced. These tools & equipment should be as per standard engineering practice.

6. Reporting

The daily reporting shall include, but not be limited to the following

- i) Hours of operation of pumps & other equipment.
- ii) Quantity of sewage pumped.
- iii) Energy consumed.
- iv) Quantity of sludge generated.
- v) Treated water quality.
- vi) Power factor

7. Tenderers Responsibilities

- i) The tenderer shall establish office with necessary office furniture in the control room of the plant.
- ii) The tenderer should arrange the tools and tackles necessary for carrying out operation & maintenance activities

- iii) The tenderer shall appoint experienced and expert staff conforming to norms for safety.
- iv) The successful tenderer shall arrange adequate staff for carrying out maintenance works as directed by the B.M.C. Engineer in case of emergencies
- v) The established office shall have Telephone with internet connection for proper Communication.
- vi) The tenderer shall provide adequate engineering equipment, maintenance staff, inventories, plant and machinery and all other things with spare capacities for uninterrupted operation of the plant whether of a temporary or permanent nature required for carrying out operations under the Contract.
- vii) The tenderer shall provide at least 1 set of latest computer with printer for keeping of records and email communication.
- viii) The tenderer shall be responsible for the safety of all activities on the site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to persons and property.

8. Staff & Labour

The tenderer shall employ skilled/semi-skilled/unskilled labours as follows :

- i. Semi-Skilled Plant Operators (02 Nos.) in 3 shifts of 8 hours each on daily basis
- ii. Skilled Supervisor/Chemist (01 No.) in single shift of 8 hours each on daily basis
- iii. Unskilled labour (01 No.) in single shift of 8 hours each on daily basis

The Supervisor/Chemist shall possess B.Sc. degree in Chemistry. The plant operator shall have electrical wiremen license. The cost of manpower required for the operation and maintenance of STP shall be borne by the tenderer. BMC Engineer shall visit and supervise the tenderer's operations at all times. During their visit if the staff employed for O&M shall found not as per the technical schedule submitted, the tenderer shall be penalized for the same.

The shift timings for operation & maintenance staff of Mahul STP shall be as follows-

- 1st Shift : 12.00 A.M. to 08.00 A.M.
- 2nd Shift : 08.00 A.M. to 04.00 P.M.
- 3rd Shift : 04.00 P.M. to 12.00 P.M.

Reliever against weekly off of the above mentioned staff shall be provided by the tenderer.

9. Supply of treated water to M/s. HPCL Refinery, Mahul

As Treated water from from Mahul STP will be sold to M/s. HPCL Refinery, Mahul for their use at refinery, hence successful tenderer shall maintain the output parameter within prescribed limit mentioned above. Also tenderer shall operate the pumps by which treated water supplied to M/s. HPCL Refinery, Mahul whenever required round the clock and keep the record of sewage supplied to M/s. HPCL Refinery, Mahul in record book.

10. Liquidated Damages and Penalties for O/M works

The tenderer shall be subjected to the following liquidated damages and penalties for their failure to carry out operations as indicated below:

Basis of Penalty	Penalty Benchmark	Penalty Value
Failure to maintain desired treated water parameters within prescribed limits over & above design process guarantees.	Up to 2 occurrences / month	Nil
	3 to 5 occurrences / month	Rs. 5,000/- per occurrence
	6 to 10 occurrences /month	Rs. 10,000/- per occurrence

Basis of Penalty	Penalty Benchmark	Penalty Value
Failure to maintain monthly desired flow (Catering to Total flow coming to the STP)	Up to 2 occurrences / month	Nil
	3 to 5 occurrences / month	Rs. 5,000/- per occurrence
	6 to 10 occurrences /month	Rs. 10,000/- per occurrence

Basis of Penalty	Penalty Benchmark	Penalty Value
Failure to provide staff	Up to 1 occurrences / month	Rs. 1000 /- per occurrence
	3 to 5 occurrences / month	Rs. 1,500/- per occurrence
	6 to 10 occurrences /month	Rs. 2,000/- per occurrence

Performance of the entire plant shall be observed & monitored for 30 days by BMC before processing final bill. The tenderer shall test the raw & treated water from the STP at NABL accredited lab or BMC Dadar Lab, once in a month, to demonstrate the performance of the plant & submit the test report to B.M.C., as per the instructions of the Engineer. The testing charges shall be borne by the tenderer.

The tenderer shall carry out O&M of the entire STP unit for a period of 05 years. The tenderer shall maintain records of treated water quality by monthly sample analysis and whenever required / instructed by the Engineer in case of failure from the NABL Accredited Laboratory approved by the Engineer or BMC Dadar Lab.

11. Taking Over

At the end of the commissioning, the Contractor shall hand over all documents and supplies for which the Contractor has received payment and provide adequate training to ensure complete transfer of technology of entire operation & maintenance of systems/automation etc. to the successor contractor / BMC to the satisfaction of the Engineer. The copy of statutory documents shall be maintained at STP and displayed at the prominent location to be seen by visitor /BMC official.

Annexure I

Checklist for Preventive Maintenance Schedule (Daily Basis)

ITEM NO	DESCRIPTION	CHECK LIST
1	DAILY OPERATION & MAINTENANCE TASKS FOR PLANT PREMISES	
A	CLEANING OF STP PREMISES	HOUSEKEEPING INCLUDING SWEEPING & CLEANING OF STP PREMISES
2	DAILY OPERATION & MAINTENANCE TASKS FOR SCREEN	
A	SCREEN	NOISY
B		ABNORMAL SOUND
C		REMOVAL OF SCREENED MATERIAL
D		ELECTRICALLY OK / NOT OK
2	DAILY OPERATION & MAINTENANCE TASKS FOR PUMPS	
A	RAW SEWAGE PUMPS	NOISY
B	SLUDGE PUMPS	CHOCK
C	DOSING PUMPS	GLAND LEAKAGE
D	TREATED WATER PUMPS	ABNORMAL SOUND
E		VALVES
F		ELECTRICALLY OK / NOT OK
3	DAILY OPERATION & MAINTENANCE TASKS FOR AIR BLOWERS	
A	AIR BLOWERS	NOISY
B		PRESSURE RELIEF VALVES
C		ABNORMAL SOUND
D		VALVES & NRV
E		COMPLETE OVERALL VISUAL INSPECTION TO BE SURE ALL EQUIPMENT IS OPERATING & SAFETY SYSTEMS ARE IN PLACE
F		ELECTRICALLY OK / NOT OK
4	DAILY OPERATION & MAINTENANCE TASKS FOR CONTROL PANEL & LIGHTING	
A	CONTROL PANEL & LIGHTING	CLEAN THE PANEL ROOM DAILY
B		CHECK OPERATION OF ALL WARNING AND RUNNING LIGHTS
C		COMPLETE OVERALL VISUAL INSPECTION TO BE SURE ALL EQUIPMENT IS OPERATING AND SAFETY SYSTEMS ARE IN PLACE.
D		ASSESS AND REDUCE WHERE POSSIBLE LIGHTING ON TIME.
E		TURN OFF/SEQUENCE UNNECESSARY LIGHTING SYSTEMS
F		MAKE USE OF DAYLIGHTING WHERE POSSIBLE.
5	DAILY OPERATION & MAINTENANCE TASKS PLC & HARDWARE & ONLINE MONITORING SYSTEM	
A	PLC SYSTEM	CHECK THE WHETHER SYSTEM IS RUNNING OK OR NOT
B	ONLINE MONITORING SYSTEM	BE SURE ALL EQUIPMENT IS OPERATING AND SAFETY SYSTEMS ARE IN PLACE.
C	HARDWARE & PCS	CHECK THE CONDITION OF INSTRUMENTS

Annexure II

Checklist for Preventive Maintenance Schedule (Monthly basis)

ITEM NO	DESCRIPTION	CHECK LIST
1	MONTHLY MAINTENANCE TASKS FOR SCREEN	
A	SCREEN	CHAIN ALIGNMENT
B		CHECK AND SECURE GEARED MOTOR MOUNTING
C		DISPOSAL OF SCREENED MATERIAL
D		
2	MONTHLY MAINTENANCE TASKS FOR PUMPS	
A	RAW SEWAGE PUMPS	COUPLING ALIGNMENT
B	SLUDGE PUMPS	CHECK PACKING FOR WEAR AND REPACK AS NECESSARY
C	DOSING PUMPS	ALIGNING THE PUMP/MOTOR COUPLING ALLOWS FOR EFFICIENT TORQUE TRANSFER TO THE PUMP.
D	TREATED WATER PUMPS	CHECK AND SECURE ALL PUMP MOUNTINGS.
E		VALVES
F		ELECTRICALLY OK / NOT OK
3	MONTHLY MAINTENANCE TASKS FOR AIR BLOWERS	
A	AIR BLOWERS	ALIGNMENT OF BLOWER & MOTOR
B		BLOWER AIR FILTER CLEANING
C		BELT : ADJUST, REPAIR OR REPLACE AS NECESSARY
D		VALVES & NRV ADJUST
E		NOTE OIL LEVEL
4	MONTHLY MAINTENANCE TASKS FOR CONTROL PANEL & LIGHTING	
A	CONTROL PANEL & LIGHTING	CHECK CONDITION OF TELSTAR CONTROLLER.
B		CHECK CONDITION/OPERATION OF TELSTAR TRANSMITTER. REPLACE RIBBON OR PAPER IF REQUIRED.
C		VISUALLY INSPECT CABLES FOR DAMAGE OR OVER-HEATING.
D		VISUALLY INSPECT ALL CONTACTORS, RELAYS, TIMERS, ETC
E		VISUALLY INSPECT SETTINGS OF OVERLOADS.
F		CHECK CONDITION OF FUSE CARRIERS.
G		REPLACE FLICKERING AND BURNED OUT LAMPS. BURNED OUT LAMPS CAN CAUSE BALLAST DAMAGE
H		CLEAN SURFACES REFLECT MORE LIGHT.
5	MONTHLY MAINTENANCE TASKS FOR PLC & HARDWARE & ONLINE MONITORING SYSTEM	
A	PLC SYSTEM	CHECK THE HARDWARE & SOFTWARE CONDITION
B	ONLINE MONITORING SYSTEM	REPAIR/SERVICE AS NECESSARY
C	HARDWARE & PCS	CHECK THE ELECTRICAL CABLE & TERMINATION

Annexure III

Format for Breakdown Maintenance

Item No.	Equipment Name	Problem	Action Taken	Start Date	End Date	Observation	Remarks

Annexure IV

List of Hand tools and Machine tools to be provided at site

Sr. No.	Item description	Qty
1.	Open Spanners	01 Set
2.	D.E. Ring Spanners	01 Set
3.	Pipe Wrench	01 Set.
4.	Screw Drivers with insulated Handles (upto 10" lengths)	02 Set.
5.	'L' end keys upto 20 mm	02 Set
6.	Pipe Wrench (2")	02 Nos.
7.	Adjustable wrench (1")	02 Nos.
8.	Air Blower Electrical/Vacuum Cleaner	01 No.
9.	Measurement tape	02 Nos
10.	Tommy Bars	02 Nos
11.	Insulated Combination plier (6" to 10")	02 Set.
12.	Insulated cutting plier (6" to 10")	02 Set.
13.	Circlip Plier	01 No.
14.	Insulated Screw Driver upto 12"	02 Set.
15.	Star screw driver set	02 Set
16.	Hammer (Light)	02 Nos.
17.	Tong tester (Digital)	01 No.
18.	Megger (2500V)	01 No.
19.	Multimeter (Digital)	03No
20.	Hand Lamp	02 No.
21.	Electric tester	08 Nos
22.	Test Lamp (200 W)	02 Nos.
23.	Hack saw frame with blade	02 Nos
24.	Portable electric hand drill machine with drill set	01 Nos

The tools listed below are illustrative but not exhaustive. The tenderer shall arrange for necessary switch gears, wires/cables, etc. required for the tools mentioned above. The tenderer shall provide this minimum quantity of tools or any other minor tools required for specific work. Expenses incurred by way of cost or hiring charges of these tools and transportation cost are deemed to be included in the rates quoted for maintenance job and no separate claims will be entertained.

GENERAL TERMS & CONDITIONS FOR O&M

1. The tenderer should visit the plant and understand the quantum of these work activities for the standard of operation and maintenance has to be maintained.
2. It is mandatory on the part of the tenderer to maintain cleanliness of the plant. Accumulation of dirt and refuse shall be removed daily by sweeping from passages, machinery, equipment,

- panels, etc. and dispose off in proper manner and safety regulations shall be followed while performing the works.
3. All necessary safety precautions must be taken while carrying out any activity. Also adequate personal protection equipment must be provided to the staff and has to be worn by them at the plant. In any untowardly situation, the
 4. The tenderer shall provide safety apparels like hand gloves, safety shoes, masks, head gears, gum boots, etc. to their workmen and the same shall be used depending upon the nature of work and as directed by B.M.C. Engineer. The people employed for the work by the tenderers will have to carry out the works extremely carefully. If any fault occurs due to negligence or carrying out the work in improper manner and if the equipment get damaged and need any repairs/replacement, the same shall be done by the tenderers at their cost.
 5. Necessary care should be taken to prevent any damage to B.M.C.'s properties while execution of operation and maintenance activity. Expenses for repairing any such damages would be recovered from the tenderer.
 6. All staff of the successful tenderer shall be mentally fit, healthy, hardworking and honest.
 7. The successful tenderer shall pay salary and wages to his staff, not less than as applicable as per the minimum wages act along with allowances etc. as applicable. It is responsibility of the tenderer to fulfill all statutory obligations like Provident Fund, Gratuity Insurance, Medical Benefits as per all relevant laws and BMC is not responsible, directly or indirectly in case any claim arise. The successful tenderer shall also keep all records of statutory dues paid and payment made to the staff and same shall be made it available to BMC on demand.
 8. The tenderer shall make their own arrangement for storage, security and safety of their materials and other belongings during its contract period at their cost at work place
 9. The Municipal Commissioner does not bind himself to accept the lowest or any tenderer.
 10. The tenderer shall take care of weekly offs of the staff appointed by him. BMC does not take any responsibility for any other paid or unpaid leaves of the staff. The tenderer shall have to consider this while appointing the staff and shall have to arrange reliever, if some employee appointed by him proceeds on leave or remains absent.
 11. Tenderer shall not quote the rate below the minimum wages as per latest BMC Labour department circular. If quoted below the rate mentioned, tender will be rejected. Successful tenderer should follow the Levi's circular which is circulated by Labour department, BMC office from time to time. They should have submitted required documents mentioned in Levi's circular to the BMC office at the time of submission of bill. Successful tenderer should follow

the circular CLO/ 01 dt.12.04.2024 circulated by Labour department. According to Contract Labour (Regulation and abolition) act 1970 and rules 1971, if the tenderer employs more than 50 workers; it is required to get the registration certificate from BMC and enclose License certificate issued by Government of Maharashtra along with this tender document.

12. Under Maharashtra Labour Welfare Fund Act 1953, successful tenderer shall oblige to deposit the worker's and his share in Maharashtra Labour welfare Fund twice in every year.
13. The tenderer and his staff shall have to cooperate with the concerned site Engineers / BMC staff and shall give their best services.
14. The tenderer shall ensure that the plant is maintained neat and clean.
15. The tenderer shall keep the Municipal Commissioner, their Officers and servants harmless and indemnify from and against all losses, damages, suits, cost charges, claims and demands whatsoever including claim under workman's compensation Act. Their officers or servants may sustain, incurred or become liable to pay by reason or in consequences of any injury to person or any property either belong to BMC whether resulting directly through any accident or otherwise life or property while operating and maintaining the said plant and when carrying any repairs or other works pertaining to their machinery and such damages / injury or loss of life or property shall be made good and or as the case may be paid immediately by the tenderer to the satisfaction in all respect of Municipal Commissioner. Any claim arises due to statutory requirement in the form of compensation / damages etc. to site worker shall be borne by the tenderer.
16. The tenderer shall abide with all the necessary provisions of 'Minimum Wages Act', 'Contract Labour Act and 'Workman Compensation Act' and shall follow rules and regulations regarding these Acts. The Tenderer Shall have to face any claim, which may be made in violation of these provisions by Govt. Officer, any employee, non-Govt. organization or any other body etc. BMC does not take any responsibility to face such claims whatsoever may be.
17. The tenderer shall have to submit statements of monthly installment of each staff deployed for operation & maintenance of above said plant paid to P.F & ESIC, as and when asked by the BMC engineer incharge.
18. The tenderer shall have to give the Name, Telephone No./ mobile number and Contact Address of the staff/person concerned to whom the officers of BMC can contact for getting day to day information and during any contingencies or emergencies etc.

19. The Municipal Commissioner reserves the right to terminate this contract with one months' notice in writing without assigning any reason, whatsoever.
20. The tenderer shall have to issue the Identity card to their staff appointed at the STP.
21. Tenderer shall give the uniforms to the staff deployed at STP.
22. No minor labour staff should be deployed for the job.
23. Upon employees working and completion of the period under the appointed tenderer, B.M.C. shall no obligation to offer employment to such contractual employees nor can any employees claim right for employment directly to B.M.C. on the grounds of working and completion of the period under the appointed tenderer.
24. The cost of any damage to Municipal property, injury or death caused during the execution of work or any claim arising out of it shall be the responsibility of the tenderer. The compensation against the death or the cost for the damage, if any towards the same shall be the responsibility of the tenderer. Failing which & If required, the expenses to that effect will be recovered from the tenderer's bill.
25. All staff of the successful tenderer shall be adequately insured against workmen's compensation policy as per labour act. The copy of the same shall be submitted to B.M.C. for records at the start of the contract. B.M.C. will not be responsible for any compensation, what so ever for any damage / injury caused to the staff appointed by the tenderer.
26. The maintenance of the plant shall be of comprehensive type. All materials including consumables required for routine operation and maintenance shall be provided by tenderer.

Part 5 – Specific Requirement

1. Transport of materials

Transport of the materials of construction to the site shall be total responsibility of the contractor and the contractor's rates/prices shall include for all related costs.

2. Electrical Power

The Contractor shall at his own cost, arrange for electrical power required by him for activities outside the STP premises. During execution, for onsite activities the contractor may use available existing electrical supply from for installation of the plant.

3. Standards and Manuals

In case no particular specification is given for any work to be done under the contract, the relevant specifications, where exists, of the Indian Standard Institutions shall apply.

4. Assistance for the Engineer's Staff

The Contractor shall provide all necessary assistance to the Engineer's Representative and his staff in carrying out their duties of checking the setting-out, inspecting and measuring the works.

The Contractor shall provide all the safety equipment for the use of Engineer and Engineer's Representative for routine site work and inspections. All necessary safety precautions and arrangements shall be taken care of at all times on site by the contractor.

5. Payment of Items on Lump Sum Basis

Contractor shall submit the break-up of the lump sum item for payment purpose for consent of the Engineer.

6. Production of Vouchers, etc.

The Contractor shall when required by the Engineer produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of contingencies.

7. Works to be Kept Clear of Water

The Contractor shall keep the Works, including the Works in the coastal areas and all underground works, well drained until the Engineer certifies that the whole of the Works is substantially complete and shall ensure that so far as is practicable all work is carried out in the dry. Excavated areas shall be kept drained and free from standing water except where this is impracticable having regard to methods of

All costs for works to be kept clear of water shall be deemed to be included in the rates/prices quoted for such items of work requiring dewatering.

8. Existing Service

The Contractor shall take all due care and necessary precautionary measures to ensure that no damage occurs to any existing sewer, storm water drain, water or gas mains, electricity or telephone cables, signal cables, culverts and any other existing services. Any damage arising out of the Contractor's work in such respect will be met with entirely by the Contractor and no claim to the contrary will be entertained by the Corporation.

9. Continuous Working

If, in the opinion of the Engineer, it is deemed necessary, by reason of the safety of the works, or for the restoration of interrupted services, or for any other reason whatever, the Contractor shall, when so ordered, carry out the Works or any portion thereof continuously by day and by night without any extra charge to Employer.

10. Anti-pollution and Mosquito Control

The site and working areas shall be maintained at the Contractor expense in accordance with regulations governing anti-pollution and mosquito control and environmental laws.

11. Demolition and Making Good

The Contractor shall take care when demolishing or cutting away existing work that no adjacent work is unnecessarily damaged in any way. Any work so damaged will be made good entirely at the expense of the Contractor.

Old materials may not be re-used in the new work, except where so specified or as directed by the Engineer.

Exposed raw faces of existing concrete or brickwork which will not have new work built on them will be made good with cement rendering or new brickwork and

finished to a neat, straight, vertical or plane surface in harmony with the adjoining surface.

12. Inspection and Replacement of Defective Work

At any time during or after the execution of the Works the Contractor shall, at the request of the Engineer and within such time as the Engineer shall name, open for inspection any work covered up and should the Contractor refuse or neglect to comply with such request, the Engineer shall employ other workmen to open up same.

If the said work has been covered up in contravention of the Engineer's instructions, or if on being opened up it be found not in accordance with the Drawings, Specification and Bills of Quantities or the instructions of the Engineer, the expenses of such opening and covering it up again, whether done by the Contractor or such other workmen, will be borne by and is recoverable from the Contractor. If the work has not been covered up in contravention of such instruction or is found to be in accordance with the said Drawings, Specification and Bills of Quantities or instruction, the expenses aforesaid will be borne by the Corporation and be added to the Contract Sum.

Wherever in the opinion of the Engineer the work done is inadequate or of poor workmanship or inferior materials or in any way sub-standard such works will be demolished, cut out and removed from the Works immediately and replaced with new materials of the required standard and quality.

13. Reinstatement of Surface

The Contractor's work shall include the reinstatement of the foundation and surfaces of roads, kerbs, cycle tracks, footways and grass areas disturbed by the excavation work both within and without the actual work area. The reinstatement of all such surfaces being entirely the responsibility of the Contractor.

The reinstatement must comply with all the requirements of the concerned department of MCGM.

Part 6 – General Requirements

1. Testing & Commissioning

Testing of all the material and manufacturing activities shall be carried out at manufacturer's works in accordance with applicable IS or approved QAP and submit test reports.

During installation, inspection will be carried out by MCGM engineers at various stages of the work. The inspection of the material during the work will be carried out before its assembly.

2. Submittals

On award of contract the contractor shall submit CAD based GA drawings / other applicable drawings and quality assurance plan (Q.A.P.) for approval within 15 days at legible scale. Contractor shall start manufacturing of the units only after approval of drawings by MCGM.

Test report of inspection & testing shall be submitted in duplicate.

3. Effect of Approval and Acceptance of Proposals

Approval or acceptance by the Engineer of any proposal for executing the works, including drawings, specifications or resources employed under the contract shall not relieve the contractor of his responsibility for any errors thereon and shall not be regarded as an assumption of risk or liability by the corporation. The contractor shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan, method of work or equipment approved or accepted by the Engineer. Such approval or acceptance shall be considered to mean only that the Engineer had no objection to these proposals.

4. General Terms & Conditions

The contractor shall note the following points during submission of tender and execution of the work.

- i) The contractor is advised to visit the site before submitting the offer to get acquainted with the job and exact scope and nature of work.**

- ii) The contractor shall arrange all the tools and tackles, machinery, safety devices, scaffolding, ladders, etc. and shall deliver all required material at site and communicate the work program to the engineer seven days in advance. If MCGM authorities are convinced about readiness of manpower and material at site, the contractor shall be allowed to commence the work.
- iii) Available water and electricity will only be allowed to use and no extra provision will be made from any other source by MCGM.
- iv) The contractor shall include in his cost all the taxes, duties, charges, etc. and shall be responsible to pay taxes such as WCT, octroi, service tax, GST, income tax, etc. to appropriate authority and these taxes will not be reimbursed by MCGM. The contractor shall include all transportation & travelling expenses in their quoted cost.
- v) The contractor shall make provision for material / accessories which are not mentioned in the tender but required for successful completion of the work mentioned in the scope of work. All the items and works which are required for satisfactory completion and guaranteed performance of the system are deemed to be included in the offer and no extra cost will be paid by M.C.G.M.
- vi) The work or part of work which is difficult to carry out in day time can be carried out in the night time with prior intimation & permission of the engineer.
- vii) The contractor shall carry out the work with best workmanship with standard engineering practices under supervision of the engineer.
- viii) All the electrical works shall be carried out with qualified and experienced staff and as per applicable I.E. rules.
- ix) If any of the municipal property is unduly damaged due to negligence of the contractor, the contractor shall have to make it good to the satisfaction of MCGM engineer, without any extra cost to MCGM.
- x) The contractor shall be allowed to work during office hours i.e. from 8:00 a.m. to 5:00 p.m. on working days only.

5. Safety Requirements

The contractor while performing the works shall take into consideration safety aspects against electrical, mechanical and health hazards to the workmen as well as

safety of the installation and plan his work and shall take into consideration following points.

- i) The contractor is requested to fulfil all safety requirements and follow all required safety procedures.
- ii) The contractor shall provide safety apparels, like hand gloves, safety shoes, oxygen masks, oxygen cylinder, gas detector, helmets, gum boots, raincoats, harness belts, disposable aprons, wader suit, etc. to his workmen and the same shall be used depending upon the nature of work and as directed by engineer. First aid box & personnel material like toilet soap, hand cleaner etc. shall be provided at site.
- iii) Sufficient ventilation and lighting arrangement shall be made for safe and comfortable working in the confined space.
- iv) Confined space entry shall be done with safety belts and after satisfactory isolation of the sewers.
- v) Lowering and lifting of material / equipment in confined space shall be done with utmost care and with all safety measures.
- vi) The contractor shall follow all safety rules and regulations for sewage work and other regulations framed by Director, Safety and Health while carrying out the work.
- vii) The contractor shall take all safety measures while carrying out electrical works and shall follow applicable I.E. rules. MCGM will not be responsible for any mishap happened to men, material of the contractor due to the negligence on account of non-observance of the safety aspects by his staff.

Part 7 – Notes on Pricing

1. Documents

The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Technical Specifications, Drawings, Appendix and Addendum, etc.

2. Item description

- i) The item descriptions in the Bill of Quantities are only basic to enable the Contractor to identify the actual work described in the Specification and shown on the Drawings. General directions and description of the work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documents shall be made before entering prices against each item in the Bill of Quantities.
- ii) Unless the description of the item in the Bill of Quantities makes a specific promise of payment of the work described, no payment shall be made in respect of any work described in the contract or for any action which is required to be carried out during execution of work, for which apparently no corresponding item is included in the Bill of Quantities.

3. Rates to be inclusive

- i) Notwithstanding any limits which may be implied by the wording of the individual items and the explanations in this Preamble, the prices entered in the Bill of Quantities (“the Contract Rates”) shall, except as may be otherwise expressly provided in the Contract, be deemed to cover all incidental and contingent expenses, contractor’s liabilities and obligations and all matters and things necessary for the proper construction and completion of the Works and maintenance of Permanent Works as specified or reasonably to be inferred from the Contract.
- ii) The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be covered or distributed among the rates and prices entered for the related Items of Work.
- iii) The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include, but not limited to, cover all site costs, site supervision and overhead charges and all costs, charges and

expenditure whatsoever including but not by way of limitation, for all constructional plant, labour, supervision, materials, wastage of materials, storage, packing, carriage and cartage, hoisting, scaffolding, plank trestles, battens erection, maintenance, insurance and maintenance (other than as included in the Bills of Quantity), profit, taxes and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

- iv) The quantities for work and materials stated in the Bill of Quantities are not to be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
- v) The Contractor shall include in his rates for restricted and constricted working space he may be encountering at the locations of the Works and affording reasonable facilities to other Contractors working on the same site or along the routes of the pipelines and sewers and for any interference with his work from these Contract operations.
- vi) BOQ is prepared on the basis of deliverables required, hence bidders are requested to include in their cost for all required civil, mechanical, electrical & instrumentation works which are required for successful completion of proposed work.
- vii) No extra / excess items will be treated being the tender is on turnkey basis.

4. Breakdown of Rates

- i) Before the award of the contract the Contractor shall furnish breakdown of rates for all items of composite units of work in the Bills of Quantities into their component elements to the Engineer, as may be required.
- ii) The Contractor shall also when directed by the Engineer during the Contract Period, submit detailed supplementary schedule of rates, breaking down the rates for composite units of work in the Bill of Quantities into their component elements in such detail as may be required by the Engineer.

5. Covering up and protecting

The rates and prices entered in the priced Bill of Quantities shall include for covering up and protecting work against damage for all following operations, making good of damage, if any, to complete and uncompleted Work due to any cause whatsoever, for shifting, altering and adapting such protection as may be required and for clearing away at completion.

6. The Quantities

- i) The work under consideration is of refurbishment of STP on turnkey basis and the BOQ is prepared on lump sum basis. The bidders are required to estimate their quantities for materials and work for their proposed methodologies and quote the same in the BOQ so as to include all the quantities in given BOQ.
- ii) No extra / excess items will be treated being the tender is on lumpsum basis.
- iii) The payment shall be made for the quantities with respect to the technology and design approved by the engineer.

7. Method of Measurement

- i) All the measurements shall be taken jointly by the Contractor and authorised representative of the Engineer. All the necessary help required to carry out measurements shall be provided by the contractor to the representative of the Engineer.
- ii) The Contractor shall maintain records of all the activities related to the work and obtain signature of the Municipal site supervisor in the daily progress register.

8. Currency

All rates shall be stated in Indian Rupees (INR). All rates shall be quoted to the nearest Rupee.

Lakh(s) means 1, 00,000 (one hundred thousand)

Crore(s) means 100, 00,000 (hundred lakhs or ten million)

9. Measurement Units

Except where expressly shown to the contrary the metric system of weights and measures shall apply throughout the contract. The following abbreviations are used.

Unit	Abbreviation	Unit	Abbreviation
Millimetre	Mm	square millimetre	mm ²
Metre	M or m	Square metre	m ² or sqm
Kilometre	Km	Cubic metre	m ³ or cum
Hectare	Ha	Litre	L
Metric Tonne	T	Meter depth	m.d
Month	Mon or mon	Week	Wk
Number	No / Nr	Lumpsum	Sum

Part 8 – Payment Schedules

The following payment conditions shall be read along with GCC clause no. 81 -
Payment, GCC Sub Clause 81- Para (iii) stands deleted

The payment schedule for STP works shall be as follows-

BOQ Item No.	Major Work Activities	Payment (in % of Quoted Price of the Item)
01	Refurbishment, testing & commissioning of STP -	
	a) Successful refurbishment and operation of 4.3 MLD capacity STP in Phase-I as per specifications.	35%
	b) Successful refurbishment and operation of 6 MLD capacity STP in Phase-II as per specifications.	45%
	c) Total successful Completion of Work as per specifications.	10%
	d) After successful operation for one month as per specifications.	10%
02	Carrying out Electrical works and automation of 10.3 MLD capacity sewage treatment plant (STP)	
	a) Successful completion of Electrical works and automation works as per specifications.	80%
	b) After successful operation for one month as per specifications.	20%
03	Supply and installation of various treatment media	
	Material supplied and installed at actual along with BOQ item	100%
04	Operation & Maintenance of the plant for 05 years including Defect Liability Period 01 year (Payment On Quarterly basis)	100%

Sd/-
S.E.(NGPS)

Sd/-
A.E.Mech(S.)E.S.-I

Sd/-
E.E.Mech(S.)E.S.

SECTION 11

FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - A. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); **or** save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA

or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- B. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- C. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- D. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. **“corrupt practice”** is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. **“Another party”** refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.

- iii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided .
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- ix. “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
- x.a “party” refers to a participant in the procurement process or contract execution.

SECTION 12
PRE BID MEEING

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to eemechses.so@mcgm.gov.in. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER for (Tender Subject). Any changes in mail ID will be intimated on the portal.

The queries shall be submitted in following proforma.

Sr. No.	Tenders section/ Clause reference	Provision in Tender clause	Query/ Clarification requested
1			
2			
...			

SECTION 13
LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

3. List of approved Banks:-

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.

22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	Karur Vysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation & Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	Janata Sahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.

59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	Shamrao Vithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	Banque Nationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

4. **For more details, Refer Circular under no. CA/FBK/39 dated 07.12.2012, CA/FBK/25 dated 30.10.2014 & CA/FBK/241 dated 27.11.2019 regarding list of approved banks for acceptance of Bankers Guarantee annexed in the tender document.**

SECTION 14
APPENDIX AND PROFORMA

FORM OF TENDER

To,
The Municipal Commissioner for Greater Mumbai

Sir,

I/ We have read and examined the following documents relating to the work/of

- i. Notice inviting tender.
- ii. Directions to tenderers (General and special)
- iii. General condition of contract for Civil Works of the Brihanmumbai Municipal Corporation as amended up to date.
- iv. Relevant drawings.
- v. Specifications.
- vi. Special directions
- vii. A to H
- viii. Bill of Quantities and Rates.

1A. I/We _____ (full name in capital letters, starting with surname), the Proprietor/ Managing Partner / Managing Director / Holder of the Business, for the establishment / firm / registered company, named _____ herein below, do hereby offer to _____
.....referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates sent herewith and signed by me/us. (Strike out the portions which are not applicable).

1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment/firm or any other person, who have filled in the tender for the aforesaid work.

2. I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to Rs. _____ /-(Rs. _____)

I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).

5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.

a.I/We fail to keep the tender open as aforesaid.

b.I/We fail to execute the formal contract or make the contract deposit when called upon to do so.

c.I/we do not commence the work on or before the date specified by the Engineer in his work order.

7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

9. "I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.

10. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,"

Address

Yours faithfully,

.....

.....

.....

Digital Signature of the Tenderer or the Firm

1.....

2.....

3.....

4.....

5.....

Full Name and private residential address of all the partners constituting the Firm

1.

A/c No.

2.

Name of Bank

3.

Name of Branch

4.

Vender No.

5.

AGREEMENT FORM

Tender / Quotation dated 20...

Standing Committee/Education Committee Resolution No.

CONTRACT FOR THE WORKS.....

This agreement made this day of.....Two thousand.....Between.....

inhabitants of Mumbai, carrying on business at..... in Bombay under the style and name of Messrs..... (Hereinafter

called "the contractor of the one part and Shri the Dy. Municipal Commissioner (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Dy. Municipal Commissioner of the second part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) The Bill of Quantities:
 - f) The Specification:
 - g) Detailed Engineering Drawings
 - h) Standard General Conditions of Contracts (GCC)
 - i) All correspondence documents between bidder and BMC
- 3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered by the contractors

.....
.....
.....

In the presence of

Trading under the name and style of
Contractors

.....
.....

Full Name & Address.....

.....

Dy.Ch.E.(S.O.)E.S. Ch.E. (S.O.)

Signed by the Dy. Municipal Commissioner

in the presence of

.....
.....

Deputy Municipal Commissioner

The Common seal of the Brihanmumbai
Municipal Corporation was hereunto affixed
on the20in the presence of two
members of the Standing Committee.

1. 1.

2. 2.

And in the presence of the Municipal Secretary

Municipal Secretary

ANNEXURE - A

Name of work / supply : Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in M/West ward along with operation and maintenance for 5 years.

.The Engineer for this work :

Chief Engineer	.....	Chief Engineer (Sewerage Operations)
Dy.Ch. Engineer	.....	Deputy Chief Engineer (Sewerage Operation) Eastern Suburb
Executive Engineer	.....	Executive Engineer (Sewerage Operation) Eastern Suburb

1. Earnest Money:

2. Time Period :

1.	Contract as a whole Period completion	
2.	Part or Groups of items	
	i)	i)
	ii)	ii)
	iii)	iii)

3. Percentage to be charged as supervision charges for the work got executed through other meanspercent.

The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor’s percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

4. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.
5. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Annexure – B

PRE-CONTRACT INTEGRITY PACT

(On Rs. 500/- Stamp Paper)

Tender ID. _____ dated 20...

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Brihanmumbai Municipal Corporation, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Brihanmumbai Municipal Corporation or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Brihanmumbai Municipal Corporation or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Brihanmumbai Municipal Corporation as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

- i. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- ii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

iii. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

iv. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

Annexure – C

DECLARATION CUM INDEMNITY BOND

(On Rs. 500/- Stamp Paper)

Tender ID. _____ dated 20...

I, _____ of _____, do hereby declare and undertake as under.

- 1.I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2.I declare that I _____ in _____ capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent) / de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
- 3.I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
- 4.I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, Brihanmumbai Municipal Corporation is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5.I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
- 6.I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN THE _____ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part _____ inhabitants carrying on business at _____ in Mumbai under the style and name of Messer's _____ (hereinafter referred to as 'the consultant') of the second part Shri. _____ THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " _____ " and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/earnest money and /or the security a sum of Rs. _____ (Rupees _____)

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner

upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs._____ (Rupees_____) under the terms of the said tender and /or the contract .The B.G. Is valid up to _____” Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs._____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) Name and address	..... .....
WITNESS (2) Name and address	..... .....	the duly constituted Attorney Manager
the Bank and the said Messer’s (Name of the Bank)		
WITNESS (1) Name and address	..... .....
WITNESS (2) Name and address	..... .....
For Messer’s Address	..... .....

have hereinto set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

Annexure – D

Rate Analysis

Tender ID. _____ dated 20...

Item Description:

Sr. No.	Description of rate analysis Parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Tenderer

Annexure – E

Undertaking for best price

(As per circular u/no. DMC/CPD/OD/15 Dtd. 06.05.2013, to be uploaded in folder 'A')

(On stamp paper of Rs. 500/- duly notarized by notary with red seal and registration number)

Tender ID. _____ dated 20...

To,

The Municipal Commissioner

For the Brihanmumbai Municipal Corporation

Sir ,

"I / We (Full Name in capital letters starting with surname), the Proprietor / Managing Partner / Managing Director / Holder of the Business / Manufacturer / Authorized Dealer, for the establishment / firm / registered company , named herein below , do hereby , state and declare that I/We ----- whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment / firm or otherwise , nor are We in any way related or concerned with any establishment / firm or any other person , who have filled in the tender for the aforesaid work."

"I / We do hereby further undertake that, we have offered the best prices for the subject supply / work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered / supplied the subject product / similar product / system or sub system in the past one year in the Maharashtra State for quantity variation upto– 50% or + 10 % at a price lower than that offered in the present tender to any other outside agencies including Govt. / Semi Govt. agencies and within the Brihanmumbai Municipal Corporation also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.

I / We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me / us , that any information given by me / us in this tender is false or incorrect , I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever , I / We agree and undertake that I / We shall not claim in such case any amount , by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.”

However, in case of price difference, if it is a result of differential tax structures, different dollar value of Rupee, differential logistic of transport etc. Considering this aspect, before invoking the penalty, black-listing, I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has been arisen.

In case if the explanation submitted by me / us is unsatisfactory then action including forfeiture of deposit and black-listing may be taken against me/us.

Tenderer's full Signature with full name

&address with rubber stamp

Annexure – F

INFORMATION REGARDING STATUS OF BIDDER

(1) (a) Whether it is a proprietor
concern

(b) If so, name of the owner

(2) If it is a partnership concern,
please furnish name of each
partner and copy of registration
certificate

(3) In case of company, please
furnish the documentary proof
to show that the company is
registered.

(4) In case of Joint Venture, please
furnish the name of each firm
and Joint Venture forms.

Signature of authorized

Person of concern/company

Name of concern/company and seal

Annexure-G
Irrevocable Undertaking
(on Rs. 500/- Stamp Paper)

I Shri/Smt. aged, years Indian Inhabitant..... Proprietor/
Partner/Director of M/s resident at do hereby give
Irrevocable undertaking as under;

- 1.I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2.I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3.I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4.If I fail to compliance with the provisions of the GST Act, I shall be liable to penalty/
punishment or both as per the provision of GST Act.

Whatever has been stated here in above is true & current to my/our own knowledge & belief.

Solemnly affirmed at DEONANT

This day of BEFORE ME

Interpreted Explained and identified by me

Annexure- H

बृहन्मुंबई महानगरपालिका विधी खाते

परिपत्रक क्र. २६२०६ दि. ३१.०८.२०२३

विषय - कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges)

- संदर्भ - १. परिपत्रक क्र. १०५३९ दि. २८.०३.२०२३
२. एमजीसी/एफ/५३४ दि. २८.०८.२०२३

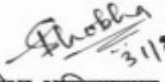
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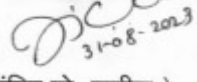
महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या विधी आकार व लेखनसाहित्य आकाराची उपरोक्त संदर्भित क्र. १ वरील परिपत्रकानुसार दि. ०१.०४.२०२३ पासून आकारणी करण्यात आलेली आहे.


तथापि महानगरपालिका आयुक्त यांच्या संदर्भ क्र. २ च्या मंजूरीनुसार कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges) यामध्ये सुधारणा करण्यात आली असून खालील तक्त्यामध्ये दर्शविल्याप्रमाणे दि.०१.०९.२०२३ पासून सुधारीत विधी व लेखनसाहित्य (एकत्रितरित्या) आकार विहित करण्यात आलेले आहेत.

अनु. क्र	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहित्य आकार दि. ०१.०९.२०२३ पासून दि. ३१.०३.२०२४ पर्यंत
१	रु. ५०,०००/-	निरंक
२	रु. ५०,००१ ते रु. १,००,००,०००	कंत्राट किमतीच्या ०.१०% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर (किमान रु. १०००/- अधिक वस्तू व सेवाकर आणि कमात रु. १००००/- अधिक वस्तू व सेवाकर)
३	रु. १,००,००,००१ ते रु. १०,००,००,०००/-	रु. १,००,००,०००/- पर्यंतच्या कंत्राट किमतीसाठी रु.१०,०००/- अधिक रु. १,००,००,०००/- पेक्षा जास्त रक्कमेवर ०.०५% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर

4	रु. 10,00,00,001 ते पुढील कंत्राट किंमतीसाठी	रु. 10,00,00,000/- पर्यंतच्या कंत्राट किंमतीसाठी रु.55,000/- अधिक रु. 10,00,00,000/- पेक्षा जास्त रक्कमेवर 0.01% दराने (अशी येणारी रक्कम पुढील शंभरांच्या पटीत परावर्तित करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर
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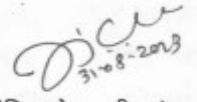

(शोभा अजितकुमार)
उप कायदा अधिकारी
(हस्तांतरण -2)
विधि खाते


(संदिप मो. पाटील)
संयुक्त कायदा अधिकारी (प्र.)
(शहर दिवाणी न्यायालय)
विधि खाते


(सुनील सानवणे)
कायदा अधिकारी
विधि खाते

परिपत्रक क्र. दि. 31.08.2023

प्रत यांना माहितीकरीता व पुढील आवश्यक त्या कार्यवाहीकरीता अग्रेषित.


(संदिप मो. पाटील)
उप कायदा अधिकारी (आस्थापना)
विधि खाते

Annexure– I

BRIHANMUMBAI MAHANAGARPALIKA

CIRCULAR

2020-21

No.CA(F)/Project/ 32 of 26.10.2020

Sub : Bid Security or EMD

Ref : No.MDD/7878 of 27.09.2016

The MCGM's tender conditions have been amended and Standard Bid Document has been circulated vide No.MDD/7878 of 27.09.2016.

The condition of refund of Bid Security or EMD incorporated in SBD, is as follows :-

- (i) The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (ii) The Bid Security/EMD of L-3 and bidders shall be refunded immediately after opening of financial bid but **the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.**

In recent past, due to COVID-19 pandemic, various benefits and relief are given to contractor for ease of doing business and to maintain their cash flow. Further, the Statutory Committee meetings are not held in this pandemic situation. Hence, the condition of refund of Bid Security/EMD and ASD is reviewed and revised condition for all invited tenders wherein Statutory Committee's sanction has not been accorded and forthcoming e-tenders –

- (a) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (b) The Bid Security/EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.

(c) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

The above revised directives shall come into effect immediately on issuance of this circular.

All Chief Engineers/Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/-13.10.2020
C.A.(W.S.S.D.)

Sd/-13.10.2020
C.A.(Finance)i.c

Sd/-13.10.2020
D.M.C.(Infra)

Sd/-13.10.2020
D.M.C.(E)

Sd/-13.10.2020
Dir.(ES&P)

Sd/-16.10.2020
A.M.C.(P)

Sd/-23.10.2020
Municipal Commissioner

Annexure-J

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.प्रले(वित्त)/४२ दिनांक ०९.०२.२०२१

विषय:- बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडावयाच्या कामाच्या मसुदा निविदेमध्ये अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची सुधारित अट समाविष्ट करण्याबाबत.

संदर्भ:- एमडीडी/७८७८ दिनांक २७.०९.२०१६.

बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडण्यात येणाऱ्या कामाकरिताच्या मसुदा-निविदेत समाविष्ट करावयाच्या अतिरिक्त सुरक्षा अनामत रक्कमेबाबतच्या अटीबाबतचे निर्देश संदर्भित परिपत्रकान्वये निर्गमित करण्यात आले आहेत. त्यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.

विद्यमान पध्दत:-

ई-निविदा सूचनेस प्रतिसाद करून ज्या ज्या कंत्राटदारांनी वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली आहे, अश्या सर्व कंत्राटदारांना वजा १२% पेक्षा जास्त नमूद केलेल्या प्रत्येक टक्क्याला १% याप्रमाणे कोणतीही मर्यादा न ठेवता ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन स्विकारली जाते.

सुधारित पध्दत:-

१. कंत्राटदाराने वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली असल्यास वजा १२% पेक्षा जास्त असलेल्या प्रत्येक टक्क्याला १% याप्रमाणे ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कमेचा ऑनलाईन भरणा करणे आवश्यक नसेल.

२. कंत्राट रकमेनुसार सक्षम प्राधिकाऱ्यांची मंजूरी प्राप्त झाल्यानंतर प्रथम लघुत्तम असलेल्या निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसात विद्यमान पध्दतीनुसार अतिरिक्त सुरक्षा अनामत रक्कम डिमांड ड्राफ्ट स्वरूपात महानगरपालिकेचा नागरी सुविधा केंद्रात जमा करणे व त्या पावतीची प्रत खातेप्रमुखाकडे सादर करणे आवश्यक असेल.

३. जर प्रथम लघुत्तम निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसांमध्ये अतिरिक्त सुरक्षा अनामत रक्कम जमा केली नाही तर सदर कंपनीने भरणा केलेली संपूर्ण इसारा अनामत रक्कम (EMD) जप्त केली जाईल तसेच कंपनीला दोन वर्षासाठी डीबार (Debar) करण्यात येईल, त्याचप्रमाणे त्या कंपनीचे संचालक/

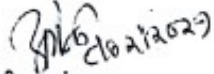
LoA)

(Atkising)

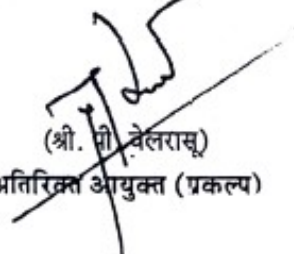
पार्टनर इतर कंपनीमध्ये संचालक/ पार्टनर म्हणून कार्यरत असतील तर ती कंपनी सुद्धा दोन वर्षाकरिता डीबार (Debar) करण्याची कार्यवाही करण्यात येईल.

यापुढील कामाकरिताच्या मसुदानिधिदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची अट अंतर्भूत करण्यात यावी.

उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/ सहाय्यक आयुक्त/ रुग्णालय अधिष्ठाता/ वैद्यकीय अधिक्षक/ उप प्रमुख लेखापाल/ लेखा अधिकारी यांनी दक्षता घ्यावी.

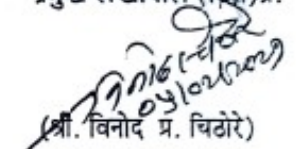

(श्री. अनंत कदम)

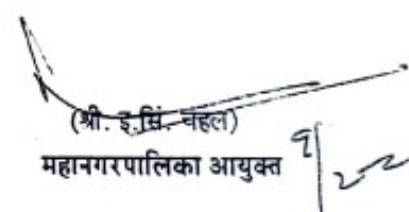
उपायुक्त - (पायाभूत सुविधा)


(श्री. सी. वेलरास)
अतिरिक्त आयुक्त (प्रकल्प)


(रा. क. आगडा)

प्रमुख लेखापाल (वित्त) प्र.


(श्री. विनोद प्र. चिटोरे)
संचालक (अ.से.व.प्र)


(श्री. इ.सि. चहल)

महानगरपालिका आयुक्त

Annexure-K

जन.२८६-२५००(२)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्रमांक :- सीए/एफबीके/३९, दिनांक ०७/१२/२०१२

विषय :- बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्वीकारण्याबाबत.

कंत्राटदार/पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्वीकारण्यासंदर्भात एक प्रशासकीय धोरणात्मक बाब म्हणून (१) स्टेट बँक ऑफ इंडिया आणि तिच्या संलग्न बँका, (२) राष्ट्रीयीकृत बँका, (३) अनुसूचित वाणिज्य बँका, (४) अनुसूचित नागरी सहकारी बँका, (५) विदेशी बँका ह्या प्रवर्गातील बृहन्मुंबई महानगरपालिका तसेच त्यापुढील विरार व कल्याण पर्यंतच्या क्षेत्रातील विहित बँका आणि त्यांच्या शाखा यांनी दिलेली बँक हमीपत्रे स्वीकारण्यास मान्यता देण्यात आलेली असून, यासंदर्भातील सूचना सर्व संबंधितांच्या माहितीकरीता वेळोवेळी परिक्रमित करण्यात आल्या आहेत. त्या सातत्यात पुढील प्रमाणे नमूद करण्यात येत आहे :-

■ रिझर्व बँक ऑफ इंडिया यांनी त्यांच्या 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf' ह्या अधिकृत वेबसाईटवर रिझर्व बँक ऑफ इंडिया अधिनियम, १९३४ अन्वयेची अनुसूची-दोन माहितीकरीता उपलब्ध केलेली आहे. सदर अनुसूची-दोन मध्ये (१) स्टेट बँक ऑफ इंडिया आणि तिच्या संलग्न बँका, (२) राष्ट्रीयीकृत बँका, (३) इतर सार्वजनिक क्षेत्रातील बँका, (४) खाजगी क्षेत्रातील बँका, (५) विदेशी बँका ह्या प्रवर्गात नमूद करण्यात आलेल्या बृहन्मुंबई महानगरपालिका तसेच त्यापुढील विरार व कल्याण पर्यंतच्या क्षेत्रातील सर्व बँकांच्या शाखा, बँक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त आहेत.

■ सदर अनुसूची दोन मधील राज्य सहकारी बँका आणि ग्रामीण बँका ह्या प्रवर्गातील बँका मात्र (महाराष्ट्र स्टेट को.ऑप.बँक लि, मुंबई ही एक बँक वगळता) बँक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त नाहीत.

■ महाराष्ट्र सहकारी संस्था अधिनियम, १९६० च्या तरतूदी विचारात घेऊन "महाराष्ट्र स्टेट को.ऑप.बँक" आणि "मुंबई डिस्ट्रिक्ट सेंट्रल को.ऑप.बँक" ह्या दोन सहकारी बँका, बँक हमीपत्रे स्वीकारण्याच्या प्रयोजनाकरिता मान्यताप्राप्त आहेत असे यापूर्वी ठरविण्यात आले आहे. त्यानुसार सदर दोन्ही बँका प्रस्तुत प्रयोजनाकरिता यापुढेही मान्यताप्राप्त आहेत असे समजण्यात यावे.

E/VIKAS/BANK GUARANTY 2012

जन-२८६

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■ बैंक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त असलेल्या उपरोल्लेखित बँकांच्या कल्याण आणि विरार या शहरांच्या पुढील क्षेत्रातील शाखेने दिलेले बँक हमीपत्र सादर करण्याची कंत्राटदारांची/पुरवठादारांची इच्छा असल्यास, सदर बँक हमीपत्रावर त्याच बँकेच्या मुंबई शहराच्या हद्दीमधील शाखेच्या व्यवस्थापकांनी, हे बँक हमीपत्र आपल्या शाखेवर बंधनकारक राहील आणि ते देणा-या कंत्राटदाराने/पुरवठादाराने कोणताही कसूर केल्यास सदर हमीपत्राच्या अंमलबजावणीच्या कारवाईसाठी आपली शाखा पात्र राहील असे बिनशर्त प्रतिसाक्षाकन देणे अनिवार्य आहे.

■ बँक हमीपत्रासंदर्भात संबंधित बँकेकडून करण्यात येणाऱ्या कोणत्याही पत्रव्यवहारात कंत्राटदाराचे नांव, कंत्राट क्रमांक, दिनांक, कंत्राटाच्या कामाचे नांव, संकेतांक तसेच महानगरपालिकेच्या संबंधित खात्याचे नांव इत्यादि तपशील नमूद केलेला असणे आवश्यक आहे. जेणेकरून प्रस्तुत पत्रव्यवहाराच्या अनुषंगाने महानगरपालिकेला सत्वर उचित कार्यवाही करता येईल.

कंत्राटदार/पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्वीकारण्या संदर्भातील उपरोल्लेखित सूचनांची नोंद घेऊन त्या अनुषंगाने कार्यवाही करण्यात यावी, अशी सर्व खातेप्रमुख,सहाय्यक महापालिका आयुक्त आणि संबंधित यांना विनंती आहे.

सही /- ०४.१२.२०१२

प्रमुख लेखापाल (वित्त)

परिपत्रक

२०१२-१३

क्र.सीए/एफबीके/३९, दिनांक ०७/१२/२०१२

-----यांना प्रत (-----) अधिक प्रतींसह
माहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

10/12/12

प्रमुख लेखापाल (वित्त) यांजकरिता

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१४-१५

क्रमांक :- सीए/एफबीके/२५, दिनांक ३०/१०/२०१४

विषय :- बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्वीकारण्याबाबत.

संदर्भ :- सीए/एफबीके/३९, दिनांक ०७/१२/२०१२

कंत्राटदार / पुरवठा यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्वीकारण्यासंदर्भात उपरोक्त संदर्भाधीन परिपत्रकान्वये मार्गदर्शनपर सूचना परिक्रमिता करण्यात आल्या आहेत. सदर परिपत्रकातील परिच्छेद क्रमांक २ मध्ये नमूद करण्यात आलेल्या बँकांच्या प्रवर्गात नागरी सहकारी बँकांचा (Urban Co- Operative Banks) उल्लेख नसल्याने सदर परिच्छेद पुढीलप्रमाणे सुधारित करण्यात येत आहे.

“रिझर्व बँक ऑफ इंडिया यांनी त्यांच्या rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf ह्या अधिकृत वेबसाईटवर रिझर्व बँक ऑफ इंडिया अधिनियम, १९३४ अन्वयेची अनुसूची-दोन माहितीकरीता उपलब्ध केलेली आहे. सदर अनुसूची-दोन मध्ये (१) स्टेट बँक ऑफ इंडिया आणि तिच्या संलग्न बँका, (२) राष्ट्रीयीकृत बँका, (३) इतर सार्वजनिक क्षेत्रातील बँका, (४) खाजगी क्षेत्रातील बँका, (५) विदेशी बँका आणि (६) नागरी सहकारी बँका हा प्रवर्गात नमूद करण्यात आलेल्या बृहन्मुंबई महानगरपालिका तसेच त्यापुढील विरार व कल्याण पर्यंतच्या क्षेत्रातील सर्व बँकांच्या शाखा, बँक हमीपत्रे स्वीकारण्याबाबतच्या प्रयोजनाकरीता मान्यताप्राप्त आहेत.”

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची कृपया नोंद घ्यावी अशी विनंती आहे.

सही/२२.१०.२०१४

प्रमुख लेखापाल (वित्त)

परिपत्रक

२०१४-१५

क्र.सीए/एफबीके/२५, दिनांक ३०/१०/२०१४

-----यांना प्रत (-----) अधिक प्रतीसह

माहितीकरीता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

Rhandorh
17/11/14
प्रमुख लेखापाल (वित्त) यांजकरिता

D/BANK GUARANTY 2012

BMP- J-17643 - 2014-15 - 2500

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४९, दिनांक २७.११.२०१९

विषय : बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्विकारण्याबाबत.

संदर्भ : सीए/एफबीके/३९, दिनांक - ०७/१२/२०१२

सीए/एफबीके/२५, दिनांक - ३०/१०/२०१४

कंत्राटदार / पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्विकारण्यासंदर्भात उपरोक्त संदर्भाधीन परिपत्रकान्वये मार्गदर्शनपर सूचना परिक्रमित करण्यात आल्या आहेत. सदर परिपत्रकातील परिच्छेद क्रमांक २ मध्ये पुढील प्रमाणे सुधारणा करण्यात येत आहेत.

सदर परिपत्रकात नमूद केलेली भारतीय रिझर्व बँकेची "rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf" ही लिंक "www.rbi.org.in" अशी वाचण्यात यावी.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन संबंधित कंत्राटदार/पुरवठादार यांना अवगत करावे.

सही/- १४.११.२०१९

प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- १४.११.२०१९

प्रमुख लेखापाल (वित्त) प्र.

परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४९, दिनांक २७.११.२०१९

----- यांना प्रत (-----) अधिक प्रतीसह
माहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

सदर परिपत्रक महानगरपालिकेच्या <ftp://hr.mcgm.gov.in/Circular/CA/Finance/2019/> या संकेतस्थळावर प्रसिद्ध करण्यात आलेले आहे.

वि.प्र. कयरे. २५/११/१९

प्रमुख लेखापाल (वित्त) यांजकरिता

NS3424-CA- BmPP-39772-2019-20-2200(Cop)es

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Annexure-L

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

No.CA (F)/Project/31 Dt. 26/10/2020.

Subject: - Revised Policy for Governing Extra-excess-saving

Ref:- 1. Circular No.CA/FRD/I/57 dt.13.03.2013.

2. Circular No. Dir/E.S.&P./324 dt.15.07.2015.

At present the extra/excess/saving proposals are dealt as per Decision Rules framed under circular No.CA/FRD/I/57 of 13.03.2013 &Dir/E.S.&P./324 dt.15.07.2015.

Hon'ble M.C. has directed to review the existing Decision Rules and amend it suitably. Accordingly, in view to exercising effective control over the extra/excess and speedy process of such proposal during execution of the work, the powers of approval of extra/excess /saving and Fair items are reviewed and delegated according to the attached modified statement-"A". Except this, other conditions of Circular No. DIR./E.S.&P./324 dt.15.07.2015 shall remain unchanged and will be applicable as it is.

The "Decision Rules" framed and circulated apropos circular No.CA/FRD/I/57 of 13.03.2013 and Dir/ES&P/324 of 15.07.2015 shall remain applicable for those extra/excess works which were executed before issuance of these amended rules/directives by obtaining prior administrative approval of competent authority, as the case may be.

The revised policy for governing Extra/Excess and Fair items will come into effect immediately from the issuance of this circular.

All Chief Engineers/ Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/- 13.10.2020

C. A. (WSSD)

Sd/- 13.10.2020

C. A. (Finance)i.c.

Sd/- 13.10.2020

D.M.C. (Infra)

Sd/- 13.10.2020

D.M.C.(E.)

Sd/- 14.10.2020

D.M.C.(S.E.)

Sd/- 13.10.2020

Dir.(E.S.&P.)

Sd/- 16.10.2020

A.M.C. (Project)

Sd/- 23.10.2020

Municipal Commissioner

Statement –A

(i) Extra/Excess/Saving

Nature of work	Permissible limit of Extra/Excess/Saving and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
General Work/ Underground works/ Unforeseen works	<p>(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> Upto Rs.25 Lakh And</p> <p>(ii) Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> upto 5% of the total contract cost, but not exceeding Rs.1 crore</p>	<p>(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> Upto Rs.1crore And</p> <p>(ii)Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> upto 15 % of the total contract cost, but not exceeding Rs.10 crore</p>	<p>(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> above Rs.1Crore And / OR</p> <p>(ii)Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> above 15% of the total contract cost. And / OR</p> <p><u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> exceeding Rs.10 Crores.</p>
<p><u>Payment Terms:</u></p> <p><u>Excess Items</u> shall be paid as per the rates quoted by the tenderer at the time of tender</p> <p><u>Extra Items</u> shall be paid as per the rate prevailing in “Unified Schedule of Rate” of MCGM at the time of tender at rebate quoted by the contractor or at Par in case of premium quoted by the contractor at the time of tender</p>			

(ii) Fair Item

Nature of work	Permissible limit of Fair Item and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
For all nature of work	Total <u>Cumulative</u> amount of Fair <u>on all items</u> upto 2% of the total contract cost, but not exceeds Rs.20 Lakh	Total <u>Cumulative</u> amount of Fair <u>on all items</u> upto 5 % of the total contract cost, but not exceeds Rs.1 crore (Other than the proposals in the purview of DMC/Jt.MC)	Total <u>Cumulative</u> amount of Fair <u>on all items</u> above 5% of the total contract cost. And / OR <u>Cumulative</u> amount of Fair <u>on all items</u> exceeding Rs.1 Crore.

Payment Terms:

Fair Items shall be got approved by the concerned DMC/Dir(ES&P)/Jt.M.C. The engineer in-charge shall work out these fair items at fair and reasonable market rates on the basis of material, labour and operation of construction equipment required to execute the item and allowing 15% to cover profits and overhead charges(i.e. including taxes, duties, etc.) On the same lines of rate analysis prepared for the items that are in "Unified Schedule of Rate" of MCGM.

The rates of Fair Items shall be valid for one year only. Moreover, no escalation will be admissible on the fair items till the completion of such works, in which the fair items are executed.

Fair Items shall be paid at **PAR** in case of premium quoted by the contractor, in newly created FAIR ITEM or item not included in prevailing "Unified Schedule of Rate" of MCGM at the time of tender. OR at rebate quoted by the contractor if it is already added in prevailing "Unified Schedule of Rate" of MCGM at the time of tender.

Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/-14.10.2020	Sd/-13.10.2020
C. A. (WSSD)	C. A. (Finance)i.c.	D.M.C.(Infra)	D.M.C.(E.)	D.M.C.(S.E.)	Dir.(E.S.&P.)

Annexure-M

MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the DMC CPD,
Central Purchase Department,
566, N.M.Joshi Marg, Byculla, Mumbai-400 011.

✓ No. DyChE/ CPD/ 2025 / dt. 01/09/2021

CIRULAR

Sub: Formation of Grievance Redressal Committee (GRC)
to address grievances from bidders.

Ref.: MGC/F/4961 dated 09/08/2021.

Hon. M.C.'s accorded sanction under reference to form Grievance Redressal Committee (GRC) to address grievances from the bidders regarding responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C' in all the tenders. Therefore, all HOD's are requested to incorporate following condition in all the tenders;

Grievance Redressal Committee (GRC)

1. *If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 25,000/-.*
2. *D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Shri. Uday B. Mande.*
3. *The Committee for hearing grievances and passing orders will be constituted as follows:*
 - (a) *The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited.*

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC (PH).

- (b) *In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.*

For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC(CPD).

In tabular format:

Tender inviting Department	Work belonging Department
DMC(CPD) or DMC /Director / Jt.M.C. of concerned Department.	Concerned DMC / Director/ Jt.M.C.

4. In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C. having major contribution of work will be one of the member of the Committee.
5. The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
6. If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

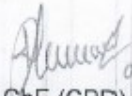
Sd/- 27.07.2021
Dy ChE (Civil) CPD

sd/- 27.07.2021
D.M.C. (C.P.D.)

Sd/- 30.07.2021
A.M.C. (WS)

sd/- 06.08.2021
Hon,ble M. C.

The above circular approved by Hon,ble MC is submitted for necessary action please.


01/09/2021
Dy ChE (CPD) Civil

ANNEXURE

GRIEVANCE REDRESSAL MECHANISM

BMC has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

BMC shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where BMC fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of M.C.G.M.

1st Appeal by the bidder against the decision of C.E./ HOD/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C./ Director of particular department for the first appeal/ grievances by the bidder against the decision for responsiveness / non- responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by MCGM.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Full Signature of the tenderer with

Official Seal and Address

Annexure-N

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२४-२५

क्र. सीए / एफआरजी / १७ दिनांक १७.०३.२०२५

विषय :- महानगरपालिकेच्या विविध खात्यामार्फत मागविण्यात येणा-या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ई-निविदा दस्तऐवजांकरिता आकारण्यात येणाऱ्या निविदा शुल्कात (Tender Fee) वाढ करण्याबाबत.

संदर्भ :- १) क्र. एमजीसी/एफ/४४७१ दि. ०३.१०.२०२४

२) परिपत्रक क्र. सीए/एफआरजी/०९ दि. ०४.१०.२०२४

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यामार्फत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवज यांच्या करिता पक्षकारांकडून आकारण्यात येणारे निविदा शुल्क उपरोक्त संदर्भ क्र. ०२ वरील परिपत्रकानुसार दिनांक ०१.१०.२०२४ पासून दिनांक ३१.०३.२०२५ पर्यंत सुधारीत दराने ऑनलाईन पद्धतीने आकारण्याबाबत निर्देश देण्यात आले होते.

दिनांक ०१.०४.२०२५ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किंमतीच्या दरामध्ये सन २०२४-२५ या वर्षामध्ये १०% वाढ करण्यात येत आहे त्यानुसार लागू करावयाचे निविदा शुल्काचे सुधारित दर खालीलप्रमाणे आहेत :-

अनु क्र.	स्वारस्याची अभिव्यक्ती	अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे विद्यमान निविदा शुल्क (दि. ०१.१०.२०२४ पासून दि. ३१.०३.२०२५ पर्यंत)	दि. ०१.०४.२०२५ पासून दि. ३१.०३.२०२६ पर्यंत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे सर्व देकारदाराकडून वसूल करावयाचे छाननी शुल्क
०१	प्रस्ताव/ मालाचा पुरवठा/ सल्लागार सेवासह स्थापत्य कामे आणि सेवा इत्यादी विषयक कार्यालयीन अंदाजे रक्कम	रु. ३३०/- + १८% वस्तू व सेवाकर	रु. ३६३/- + १८% वस्तू व सेवाकर
०२	रु. ३,००,००१/- ते रु. ५,००,०००/-	रु. ६६०/- + १८% वस्तू व सेवाकर	रु. ७२६/- + १८% वस्तू व सेवाकर
०३	रु. ५,००,००१/- ते रु.	रु. १,३२०/- + १८% वस्तू व सेवाकर	रु. १,४५२/- + १८% वस्तू व सेवाकर

	१०,००,०००/-		
०४	रु. १०,००,००१/- ते रु. २५,००,०००/-	रु.३,३००/- + १८% वस्तु व सेवाकर	रु.३,६३०/- + १८% वस्तु व सेवाकर
०५	रु. २५,००,००१/- ते रु. ५०,००,०००/-	रु. ६,६००/- + १८% वस्तु व सेवाकर	रु. ७,२६०/- + १८% वस्तु व सेवाकर
०६	रु. ५०,००,००१/- ते रु. १,००,००,०००/-	रु.१३,२००/- + १८% वस्तु व सेवाकर	रु.१४,५२०/- + १८% वस्तु व सेवाकर
०७	रु. १,००,००,००१/- ते रु. २५,००,००,०००/-	रु. १६,५००/- + १८% वस्तु व सेवाकर	रु.१८,१५०/- + १८% वस्तु व सेवाकर
०८	रु. २५,००,००,००१/- पेक्षा जास्त	रु.२७,५००/- + १८% वस्तु व सेवाकर	रु.३०,२५०/- + १८% वस्तु व सेवाकर

अनस्तर दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किमतीचे सुधारीत निविदा शुल्क दिनांक ०१.०४.२०२५ पासून दिनांक ३१.०३.२०२६ पर्यंत अमलात येतील. संदर्भ क्र. २ च्या परिपत्रकातील अन्य निर्देशांमध्ये कोणतेही बदल करण्यात आलेले नाहीत.

तरी सर्व खाते प्रमुख/सहाय्यक आयुक्त / रुग्णालय प्रमुख / अधिष्ठाता यांनी त्यांच्या अखत्यारीतील संबंधित कर्मचारी वृंदाना उपरोक्त सुचनेची काटेकोरपणे अंमलबजावणी करण्याचे तसेच दिनांक ०१.०४.२०२५ पासून मागविण्यात येणाऱ्या अनस्तर दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांकरीता या परिपत्रकातील सुधारीत दरांनुसार निविदा शुल्क आकारण्याचे निर्देश द्यावेत.

सही/- ०४.०३.२०२५
श्रीम. वैशाली देसाई
प्रमुख लेखापाल (वित्त) प्र.

परिपत्रक
२०२४-२५
क्र.सीए/एफआरजी/ १६ दिनांक १७.०३.२०२५

प्रत (जादा प्रतीसह) यांना माहितीकरिता व पुढील
आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

२५-०३-२०२५
प्रमुख लेखापाल (वित्त) यांजकरिता

Annexure-O

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

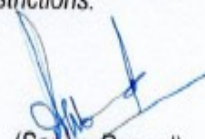
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.



(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

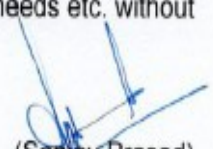
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/11

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

7/12

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Annexure - S

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र.ले./वित्त/प्रकल्प/२८ दि. २८/०३/२०२३

विषय: एकसामायिक दरसूची २०२३ अंतर्भूत करून महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतर्भूत करावयाच्या अटीबाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/२५ दि.१२.०७.२०२२

२) संचालक/अ.से.व प्र./२९१/एमसी दि.३१.०१.२०२३

बृहन्मुंबई महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतर्भूत करावयाच्या अटीबाबत संदर्भित क्र. १ वरील परिपत्रकान्वये सूचना प्रसृत केल्या आहेत.

महानगरपालिका आयुक्त यांच्या क्र. एमजीसी/एफ/८७७१ दि. ३०.०१.२०२३ अन्वये एकसमान दरसूची २०२३ प्रसारीत करण्यात आली आहे. सदर एकसामायिक दरसूची २०२३ हि वस्तु व सेवाकर वगळून तयार करण्यात आली आहे. सदर अद्ययावत एकसामायिक दरसूची २०२३ नुसार अंदाजपत्रक तयार करून मागविण्यात आलेल्या/ येणा-या ई-निविदा/निविदा/दरपत्रक यांमध्ये वस्तु व सेवाकराच्या अनुषंगाने महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु

व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.१ अन्वये दिलेल्या अटीमध्ये पुढीलप्रमाणे बदल करण्यात येत आहे.

विद्यमान अट	सुधारित अट
<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes <u>applicable at the time of bid submission</u>. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.</p> <p>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.</p>	<p>The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), <u>Levies, Duties, Cess etc as applicable at the time of bid submission</u>. GST as applicable shall be paid separately on submission of bills/invoice.</p> <p>Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.</p>

व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.१ अन्वये दिलेल्या अटीमध्ये पुढीलप्रमाणे बदल करण्यात येत आहे.

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उपरोक्त सुधारीत अट अद्ययावत एकसामायिक दरसूची २०२३ नुसार अंदाजपत्रक तयार करून मागविण्यात आलेल्या/ येणा-या ई-निविदा/निविदा/दरपत्रक या कामांकरिता लागू असेल.

अतएव, सध्या ज्या ई-निविदा/निविदा/दरपत्रक एकसामायिक दरसूची २०२३ अंतर्भूत करून मागविलेल्या आहेत अशा निविदांमध्ये नियत दिनांकापूर्वी शुद्धीपत्रकाद्वारे उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत तसेच यापुढे एकसामायिक दरसूची २०२३ अंतर्भूत करून मागविण्यात येणा-या ई-निविदा/निविदा/दरपत्रक यांमध्ये उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत संबंधित खातेप्रमुख यांनी दक्षता घ्यावी.

सर्व खातेप्रमुख, रूग्णालयांचे अधिष्ठाता, सहायक आयुक्त, यांनी उपरोक्त सुचनांचे काटेकोरपणे अनुपालन करावे.

सही/- २८/०३/२०२३

(पांडुरंग गोसावी)

प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- २८/०३/२०२३

(प्रदिप पडवळ)

प्रमुख लेखापाल (वित्त) प्र.

सही/- २८/०३/२०२३

(रामदास आव्हाड)

उप आयुक्त (वित्त)

सही/- २८/०३/२०२३

(पी. वेलरासू)

अतिरिक्त आयुक्त (प्रकल्प)

BRIHANMUMBAI MUNICIPAL CORPORATION

Circular

No. CA/Finance/Project/19 , Date 04.03.2024

Subject - Revised guidelines for payment of EMD for tenders to be uploaded on Mahatender Portal.

- Ref -
1. MDD/7878, dt.27.09.2016.
 2. Dir./IT/F-59, dt.10.05.2023.
 3. Dir./IT/505038 , dt.19.12.2023

As per the guideline issued vide circular mention in reference no. 2 & 3, all department are directed to use Mahatender for all the tenders above 25 lacs with effect from 15th June 2023, and for tenders below 25 lacs with effect from 21st December 2023 respectively. Accordingly all departments of BMC shall use e-Procurement System of Government of Maharashtra (Mahatender). Further, it has been directed that, all BMC department will have to follow the standard procedures of the said e-Tendering system of GoM and make relevant changes in their respective tender documents.

For participating in bidding process, bidders are required to deposit Earnest Money Deposit (EMD) through the payment gateways while submitting the bids. In BMC's tenders, in some cases, as per the relevant clause of tender, 10% of EMD amount has to be forfeited. Further, in some cases, for more than 2 curable-defects shortfalls, 2% of EMD per instance is forfeited. However, in Mahatender System, there is no such provision of partial forfeiture of EMD amount. Hence, the existing condition of partial forfeiture of EMD elaborated above needs to be modified. Further, the work of modifying Standard Bid Document of BMC under chairmanship of DMC (Infra) is under progress. Final decision regarding partial forfeiture of EMD will be taken by the committee. However, till then, to streamline the process of bidding, interim instructions regarding EMD are as follows;

C:\Users\3938308\Desktop\100% Online EMD 21.02.2023.docx

1) Mode of payment of EMD

A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL <http://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

2) If non-responsive;

If the bidder is found non-responsive after scrutiny of packet 'A'/'B', in such circumstances, **the bidder will be made non-responsive and financial packet 'C' of non-responsive bidder will not be opened. However, there will not be any forfeiture of EMD.**

3) Shortfalls:-

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by bidder within given time period, the bidder shall be treated as '**Non-Responsive**' & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by Registration Cell with due approval of the concerned AMC.

4) Refund of EMD :-

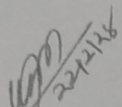
- c) Except successful bidder all other unsuccessful bidders' 100% EMD paid online will be refunded automatically.
- d) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposits as elaborated in Standard Bid Document.

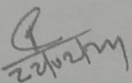
5) Forfeiture of Entire EMD:-

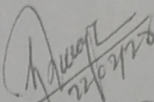
The existing conditions laid down in Standard Bid Document regarding forfeiture of entire bid security (EMD) shall remain unchanged.

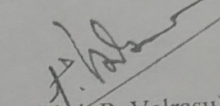
These, interim-instructions will remain in force till the issuance of circular regarding amendment in SBD.

All the concerned Assistant Commissioners / HoDs shall note the above directives and to incorporate suitable clause in the draft tenders to be invited hereafter with immediate effect.


(Pandurang V. Gosavi)
Chief Accountant (W.S.S.D.)


(Shri. P. N. Gaikwad)
D.M.C. (Finance)
Sir,


(Pradeep B. Padwal)
Chief Accountant (Finance)i/c


(Shri. P. Velrasu)
A.M.C. (Project)
Sir,

PROFORMAS:

PROFORMA- I

The list of similar works as stated in para 'A' of Post qualification during last Seven years-

PROFORMA- I					
Sr. No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

- Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.
- Works shall be grouped financial year-wise.

PROFORMA- II

Yearly Turnover During the Last Three Years.

PROFORMA- II					
Sr.No.	Financial year	Annual Turnover	Updated Value to Current year	Average of last 3 years	Page No.
1					
2					
3					
Total					

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderer duly certified by Chartered Accountant.

PROFORMA- III

At least similar work, as stated in para 'A' of Post qualification,

PROFORMA- III							
Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8

NOTE: Scanned Attested copies of completion/performance certificates from the Engineer-in-charge for each work should be annexed in support of information furnished in the above proforma.

PERSONNEL

PROFORMA- IV					
Sr. No.	Post	Name (Prime Candidate / Alternate)	Qualification	Work Experience	
				No. of years	Name of the Project
1					
2					
3					
4					

NOTE: Scanned Attested copies of qualification certificates and details of work experience shall be submitted /uploaded.

MACHINERY: (for Special Work only)

PROFORMA- V/A			
Sr.No.	Equipment	Number	Owned/Leased/Assured access
1	2	3	4

PROFORMA- V/B

PROFORMA- V/B			
Sr.No.	Equipment	Number	Owned
1	2	3	4

NOTE: The tenderer(s) shall furnish/upload the requisite Scanned Attested documents of ownership/leased of machineries. The undertaking from the suppliers will not be accepted.

PROFORMA – VI / A

Details of Existing Commitments and Ongoing Works

PROFORMA- VI / A							
Description of work	Place	Contract No.& Date	Name &Address of employer	Value of Contract in Rs.	Scheduled Date of completion	Value of work remaining to be completed	Anticipated Date of completion
1	2	3	4	5	6	7	8

NOTE: Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA – VI / B

Details of works for which bids are already uploaded –

PROFORMA – VI / B						
Description of Work	Place	Name & Address of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

NOTE: Scanned Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.

PROFORMA- VII

Information on Litigation History in which the applicant is involved.

PROFORMA – VII				
Other Party (/Parties)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status.
1	2	3	4	5

NOTE:

1.

Scanned Attested copies of completion / performance certificates from the Engineer-in-charge for each work should be annexed and uploaded.

2.

Litigation History must cover - Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt/Govt, organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

BRIHANMUMBAI MUNICIPAL CORPORATION

(Sewerage Operation Department)

Subject : Refurbishment of 10.3 MLD (4.3 & 6) capacity STP at Mahul Village, Chembur in
M/West ward along with operation and maintenance for 5 years.

REBATE

(To be submitted by the tenderer on line)

Sr. No.	Description of Item	Estimated Rebate value by BMC in Rs. (Inclusive 18 % GST and 1 % TCS)	Rebate offer by bidder in Rs. (Inclusive 18 % GST and 1 % TCS)
1	All Old removed items (i.e. raw sewage transfer pumps, chlorine dosing system, control panel, cables etc.)	4,48,022/-	To be filled and upload in packet A/B Rs.....

In words:-Rs. only

Note:-

- 1. The Bidder shall submit the Rebate amount in above format. The Bidder shall have to deposit rebate amount and 1 % TCS (Exclusive 18 % GST) at any CFC centre of BMC. Necessary challan for the same shall be collected from the office of E. E. Mech. (Sew) E.S. during working hours.**
- 2. If the tenderer offers rebate below the estimate or fails to upload the rebate as above, their rebate amount under buyback offer will be considered equal to estimated rebate and bidder's final cost will be calculated accordingly.**
- 3. Tenderer are instructed to fill rebate amount and upload the same in packet A/B.It is responsibility of contractor to Pay GST to Government.**

Tenderer's Full Name,
Signature and address with
rubber stamp.